

The Records of the Court of Common Pleas for the County
of Hampshire. from January Term An Dom 1796
to May Term 1797 inclusive

Commonwealth of Massachusetts

Hampshire Co

At the Court of Common Pleas holden at Northampton in and for the County of Hampshire on the 1st and Tuesday of January being the twelfth day of said month and from day to day to the 18th day of the same month Anno Domini 1796

January Term 1796

Justices of the said Court present

Cleaver Porter Esq^r
John Bliff Esq^r
Samuel Mather Esq^r

Jury of Trials

Hubert Barton Towns ⁿ	Phil
Frederick Mathew	Go
Daniel Loomis	Ben
Joseph Smith Jr	Flat
Levi Cook	Sh
William Ballard dismissed	Chas
John Ball Jun ^r	Col
Newton Cleveland	Wor
Asenah Roseley	Wist
Benj ^r Taggart	Blare
David Foster	Cor
William Moor dismissed	Jan
Joseph Warner	Taber & Black St ^o
William Clark	Phil
John Barber	same as the 1 st Case & dismissed
John Penobscot absent & excused	John
Amasa Gravier	Wells
Post. Ely	d ^o W. Spr.

2 day Case of Godd vs Mary

3 day Cook vs Simmons

5 day Wells vs Townsend

John Filmore & Sam^l Patruick de Fel. on in Room of Ballard & Moor dismissed

6 day Dwight vs Warner

Continued Cases

Caleb South Gent^l & Moses Cotton Gent^l both of Greenwich in the County of Hampshire Pet^r vs David Armour of the same Greenwich y^e man Deft in a Plea of the Case for that the said David at Springfield on the twenty eighth day of May Anno Domini 1793 by his certain Writing under his hand of that Date promised & promised Caleb to pay them in one month from that Date all the money which they then before that Time had expended & advanced in their Capacity of Guardians to James Morris of Greenwich Gent^l and which Henry Dwight Esq^r of Pelham in the County of Hampshire Judge was expended by them in the Capacity in a reasonable manner & that he would in Addition to the above Expenses pay to the said Caleb & Moses five pounds lawful money for the Time they had employed in transacting the Business of the said James Morris and the said Moses & Caleb aver that the said Henry Dwight on the tenth day of June next after the Date of said Writing at Springfield did judge & determine that the said Caleb & Moses had expended & advanced in a reasonable manner in their Capacity of Guardians to James Morris the sum of Twenty nine pounds five shillings & five pence lawful money of all which the said David then & there instantly had notice & and also for that the said David at said Springfield on the same twenty eighth day of May by his certain other Writing under his hand of that Date promised

Thippal
Annour
Jan 26. 1794

said Caleb & Moses to pay them all the other Monies which they had be-
fore then expended & advanced in their Capacity of Guardians to
said James Nevins of s^d Greenwich and which Henry Dwyght Esq^r
of Belchinstown in s^d County should judge were expended in a
reasonable manner & that he would pay the same to them in
one month after s^d Dwyght should judge what other monies
they had expended in a reasonable manner as aforesaid & to pay
them in addition to said expenses of five pounds lawful mo-
ney for the other Time they had employed in transacting the
Business of the said James Nevins and the said Caleb & Moses
aver that the said Henry Dwyght on the day of June
last past at said Springfield did judge that the said Caleb and
Moses had before the said twenty eighth day of May expended
& advanced in a reasonable manner in their Capacity
one other Sum of seventy nine pounds five shillings and
five pence lawful money of which the said David & those
there instantly had Notice yet the said David the often times
requested has never performed either of his promises aforesaid
or paid either of s^d Sums but hitherto has & still does unjustly
neglect & refuse so to do to the Damage of said monies Caleb
One hundred & fifty pounds — This Action was commen-
ced at the Term of this Court the third Tuesday of Janu-
ary Anno Domini 1794 when the Parties appeared & agreed
& agreed to refer this Case with all Demands & matters of Con-
trovery subsisting between them to the Judgment & Determina-
tion of Caleb Ammedown Thomas Hale Esq^r & Henry Dwyght
Esq^r the Award of them or any two of them to be final to be
returned into this Court Judgment to be made up & Execo-
nished accordingly where Agreement of the Parties was then made
the Rule of this Court — After which this Case was continued to the third
next Term & from Term to Term to this Time

And now at this Time the said Parties appear & the Preceptor aforesaid
send into Court their Award viz That the within named Caleb Smith
& Moses Colton recover against the within named David Armour
the Sum of one hundred & thirty eight Dollars & fifty four Cents
& two mills Debt or Damage in full of the Action & all other Dem-
ands & the Costs of Court to be taxed by the Court & the Costs of this Reference
taxed at forty nine Dollars & forty one Cents over & above what he has
paid — Which Award is accepted And it is considered by the
Court that the said Caleb & Moses do recover against the said David
One hundred & thirty eight Dollars & fifty four Cents Damages &
Costs of Court & taxed at Sixty seven Dollars & 65 Cents & the rest &c

Execoⁿ issued Jan^y 20 1796

Ashley
Field
Jan 7th 1794

Solomon Ashley of Conway in the County of Hampshire upon s^d P^{ty} is
Oliver Field of Conway aforesaid Nail maker Deft^r & Plaintiff called
Husbandman Deft^r in a Plea of the Case for that the s^d Oliver at s^d s^d
Burrow in the County aforesaid on the eighteenth day of May in the
Year of our Lord Seventeen hundred & eighty & four with one Jonathan
Ashley then living & since dead whom the s^d Oliver now serves
by their Note under their hands of that Date for Value and prom-
ised the P^{ty} to pay him one hundred pounds (meaning lawful
money) within three years (meaning from the Date of s^d Note) & the
Interest which Time has long since elapsed) yet the said Oliver and

Jonathan in the Life Time of the said Jonathan the other requested the same Sum & the Jurors never paid nor has the said Oliver Survivor of the said Jonathan as aforesaid since the Death of the said Jonathan the requested ever paid the same but neglects it to the Damage of the Defendant one hundred pounds

Which Action was commenced in this Court at the Term then of the third Tuesday of January last past & from thence continued from Term to Term to this Time And now at this Time the Plaintiff appears by John Barrett Gent^l his Att^y & the Def^t by Samuel Field Gent^l his Att^y comes & defends & deposes & answers & pleads & says at the upper Court when he was for the Def^t he is not guilty in Manner & Form as the Plaintiff has declared against him & thereof puts him off on the Country & and the said Field concurring to the Resolutions aforesaid says that the Plea aforesaid in Manner aforesaid pleaded is bad & that he is not bound by Law to answer it which he is ready to verify & thereof prays Judgment & for his Damages & Costs And the said Field says his Plea is good which he is ready to verify & thereof prays Judgment & for his Damages & Costs Whereupon all & singular the promises by the Court then fully understood it appears to the Court that the Plea aforesaid of the said Oliver by him above pleaded & the Matters therein contained is an insufficient Answer to the Declaration of the said Defendant & ought not to preclude him the said Defendant from having & maintaining his Action aforesaid Whereupon it is considered by the Court that the said Defendant do recover against the said Oliver Three hundred thirty three Dollars thirty three Cents some third of a Dollar Damages & Costs of Suit taxed at Twenty Dollars and twenty one Cents Whereupon the said Oliver by his Att^y aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton and for the County of Hampshire on the last Tuesday of April next and he recognizes with Sureties as the Law directs for the Oliver prosecuting his said Appeal with Effect as by said Recognizance on File does appear.

Benjamin Wright

Plff is Timothy Lynam

Wright & al
vs
Lynam & al
Jan 27. 1795

Def^t in answer as is at large set forth in the Declaration on File & which Action was entered at the last January Term & continued from Term to Term to this Time And now at this Time the Plaintiff appears by Samuel Hinckley Esq^r his Att^y & discontinues this Suit and it is accordingly dismissed

Joseph Bane of Union in the County of Tolland & State of Connecticut Esq^r & Abigail his Wife Plffs vs Ebenezer Marsh of Hadley in our County of Hampshire Husbandman Def^t in a Plea of Marshes the Case is that the said Ebenezer in said Hadley on the first day of January last past was justly indebted to the said Joseph & Abigail in the Sum of six hundred pounds lawful money for

Cross & al
vs
Marsh
May 11. 1795

so much money before that Time had received by him the said
 Bowman to the use of them the ^d Joseph & Abigail & being so indebted
 said Bowman then & there in Consideration there of promised &
^d Joseph & Abigail to pay them the same on Demand. Yet said
 Bowman tho often requested has never paid the same but wholly
 refuses so to do to the Damage of ^d Joseph & Abigail nine teen
 pounds. This action was commenced at the last May
 Term & from thence continued to the then next Term in September
 at which Time the ^d Wife appeared & the Debt having cleared since
 the then last Term it was considered by the Court that it be
 again continued to November Term then next that the ^d Wife
 might summon in the Administrator of ^d Bowman &
 at which Time the ^d Wife appeared & seth Smith Adm^r on Estate also
 appeared to take on him the Defense of this Suit & and the said
 Parks agreed to refer this Case to the Determination of Mess^{rs} Daniel
 White, Ebenezer Dickinson & Samuel Porter the Award or any two of
 them to be printed to be returned into this Court & Judgment to be
 made up & Execⁿ speed according to & there upon this Case was
 then continued to this Term. And now ^d Parks appeared
 the Preparer aforesaid now send into Court their Award viz
 "That the ^d Joseph & Wife recover of the Goods & Estate of ^d Bowman
 in the hands of seth Adm^r Thirty Dollars & eighty Cents Dam^s
 & Cost of Exp^s taxed at 4 Dollars & 50 Cents & Cost of Court
 to be taxed by the Court" which Award is accepted and this
 considered by the Court that ^d Joseph & Wife do recover against
 seth in his ^d Capacity Thirty Dollars & eighty Cents Damages
 & Costs of Suit & taxed at 20 Doll^s & 13 Cents & there of &c
 Execⁿ of Jan 23. 1796

Book
 Parsons
 May 15. 1795

Moses Book Sm^r of Hants in the County of Hampshire Gent^l vs
 David Parsons of the same Hants Clerk Debt in as much that he
 render to said Moses Twenty one pounds fourteen shillings & three
 pence which to him he owes & from him unjustly detain
 so that whereas ^d Moses before Deane Porter Esq^r one of the Justices
 aforesaid to keep the Peace within the said County on the twenty first
 day of August in the year of our Lord seventeen hundred & eighty
 seven by the Consideration of said Justice recovered Judgment
 against the said David for the sum of twenty one pounds three
 shillings Damages & eleven shillings & three pence Costs of
 Suit whereof said David is convicted as by the Record thereof
 is manifest, which Judgment is in full Force not reversed
 or satisfied from whence debts accrue to ^d Moses to have and
 recover said sum of said David yet said David tho often
 requested hath never paid the same but refuses so to do to the Damage
 of said Moses thirty four shillings. This action was commenced at
 the last May Term & continued from Term to Term to this Time
 at which Time the ^d Wife appeared & the Debt the three Times called makes
 default of the ^d wife in Court wherefore it is considered that
 the said Moses do recover against the said David twenty two Dollars
 & thirty eight Cents Debt & Cost of Suit taxed at seven Dollars &
 5 Cents & there of &c
 Execⁿ of Jan 23. 1796

Hand
 Parsons
 May 16 1795

Jeffer Hand of Greenwich in the County of Hampshire Gent^l vs
 Samuel Turn^r of the same Greenwich apom^r & Gent^l Debt
 in as much as is set forth at large in the Declaration on Record. This
 Case was commenced at May Term last & continued to this Time
 and now the ^d Wife being three Times called is non-suit, the Debt yet
 not satisfied for by Court but it is considered that ^d Samuel do recover
 against ^d Jeffer 11 Dollars & 36 Cents Costs. Execⁿ Feb 13. 1796

Martha & Minor Parks Ex^{rs} to the Estate of Isaac Parks late of
Norwich deceased Pl^{ffs} vs David Leonard of Palmer in the County of
Hampshire yeoman Deft in a Plea as is set forth in
the Declaration on File &c. This action was commenced at the
last May Term & continued to this Term And now the
Pl^{ffs} being three Times called au Noursunt the Def^t appears
& prays Judgment for his Costs &c. Whereupon it is consid-
ered by the Court that the said David do recover against the
said Martha & Minor Five Dollars & 75 Cents Costs &c.
Ex^{co} ip^{so} Jan^y 21. 1796

3
Partial Ex^{rs}
Leonard
May 131. 1795

David Parsons of Amherst in the County of Hampshire Clerk Parsons
Ex^{or} vs Moses Cooks Ex^{or} of the same Amherst Gent^l in a Plea
of the Case for that s^d Moses at said Amherst on August 21. 1789 Cooks
by his Note for Value rec^d promised s^d David to pay him the
Value of Eight pounds thirteen Shillings & 10th in Saddles and
Bridles at the Market price on Demand & also for that said
Moses at s^d Amherst on the last Day of August 1789 owed the
said David Five pounds for an Order on the Treasurer of
the parish parish in Amherst & in Consideration thereof prom-
ised s^d David to pay him the same on Demand &c. s^d Moses
the requested has not performed either his promises & forward
but englets to do it to the Damage of s^d David twenty pounds
This action was commenced at the last May Term & continued to
this Term & And now the Pl^{ff} appears & the Def^t the three Times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the s^d David do re-
cover against the said Moses Forty Dollars & fifty six Cents
Damages & Costs of Suit taxed at 13 Dollars & 28 Cents
Ex^{co} ip^{so} Jan^y 21. 1796

John Diver of Sanford in the County of Hampshire yeoman and Dever & al
Elizabeth Diver his Wife Pl^{ffs} vs Timothy Walker of the same Sanford
yeoman Deft in a Plea of Trespass on the Case as is at large Walker
set forth in the Declaration on File &c. This action was commenced May 13th 1795
at the last May Term where the said Parties appeared & agreed
to refer this Case to the Determination of Tim^o Robinson Justice
of the Peace & Paul Fowler Esq^r the Award of them on any two of
them to be final to be returned into this Court Judgment to
be made up & Ex^{co} ip^{so} accordingly & Under which Rule the
Case was continued from Term to Term to the Time & And
now the s^d Parties appear & the Pl^{ffs} prays a judgment and into Court
their Award viz^t "that the Pl^{ffs} have not supported their action against
the Def^t & that s^d John Diver & al^l pay to s^d Timothy Walker
Dollars & thirty Cents Costs of Superinc^u & Costs of Court to be
taxed by the Court At B. the said John Diver has paid 10th Dol
& 50 Cents which is to be deducted &c. which Award is accepted
And it is considered by the Court that s^d Timothy do recover
against s^d John his Costs taxed at Twenty Dollars & thirty nine
Cents & three p^{ts} &c.
Ex^{co} ip^{so} Jan^y 20. 1796

Benjamin Whitcomb of Guntersville alias Concord in the County of
Grafton & State of New Hampshire Esq^r Pl^{ff} vs Nathaniel Carpenter
of Heyden in the County of Hampshire Sheriff Deft in
a Plea of Debt for that the said Benjamin by the Consideration of
the Justices of the Superior Court of Common Pleas holden at Concord
in the County of Grafton & State of New Hampshire on the
third Tuesday of December Anno Domini 1786 recovered Judgment against the

Whitcomb
Carpenter
May 208. 1795

said Nathaniel for the sum of Seven pounds Four shillings & two pence
La Mo Cost of Suit, as appears of Record which Judgment is in force
& no part satisfied or reversed, whereon Abner hath assented to the
s^d Benjamin to demand & have of s^d Nathaniel the same sum &
interest of s^d Nathaniel the requested the same has not paid but
determines to the Damage of said Benjamin Twenty pounds —

This labor was commenced at the last May Term and continued to this Time - And now the Sleep appears & the Debt to the Times called to come into Court under Defaults of Appearance are

Wherefore it is considered by the Court that said Benjamin do lie
over against the said Nathaniel Fifty seven Dollars & sixty nine Cents
Damages & Costs of Suit taxed at 11 Dollars & 63 Cents & then of the
Exon. 17th May 1786

Exon of Jan'y 20. 1796

Forgive

Exiles

Jan 27. 1905

Second Houghton of Northfield in the vicinity of Hampshire
has sold his place to Alexander McMillan who is the owner of which
is a tale of the Houghton's. The place is now in the hands of the
the Houghton or McMillan. This is the case with the
last of the term & continued to this time & had now another party
appearing this case is dismissed.

Wells & Co. 2/2

225th

May 220 1795

Thomson Wells & Samuel Wells both of Berkshire in the County of Hampshire against the Estate of Thomas Wells deceased Appell. vs David Newton of Ohio in the County of Suffolk & late of New York a woman appellee former. Appellant of David Senior of one of the trustees of the said in & for the County of Hampshire in which case David was Plaintiff & Thomas & Samuel Defendants. The cause is set forth in the Declaration on File & The appellee being now three times called to come into Court is nonsuit the Appellants appear & move for their Costs. Whereupon it is considered by the Court that the said Thomas & Samuel do come against the said David their Co-Defendants in Equity the Defendant & Costs of the said

Exon. p. Jan^{ry} 30. 1796

Longfellow

2. 1847

922 12095

and upon the free side on the Court of Hampshire, ye Court of Appeals.
 In the case of Adams in the same Court ye Court of Appeals, on
 the Judgment of the Hon. the Gen. L^g in which case the S^d
 Justice was of the said Court in a Plea as is set forth
 in the Declaration on Plea. This Case was entered at the last May
 Term & continued to this Term & now S^d Justice appears as Judge
 & refers his case to the Determination of the Hon. the Justices John Taylor &
 William L^g on 17th June 1800 at them & they then go on to be the
 al de. That the case now on this same Term being into Court
 then with a Jury. That said Justice has not approved his own
 case & that said Justice do return to the Justice the sum of 100
 Dollars & twenty Cents with cost of 10 Dollars & 25 Cents to
 be paid to the Plaintiff. This award is considered by the Court
 that said Justice do return against the Plaintiff his costs taxed at Twenty
 four Dollars & eight Cents & thereof he

Handwritten: 800

1877 7 2

7:59 PM

John Thompson, who is said to be the most "famous" of the
Germans, is a man of the name of the "Hollander" and is a
Pier as is a short one, he is a man on the side of his face and
around the back of his head, and is a man of the name of the
at this time neither party appearing this case is being held.

Worcester
Case
May 25th 1795

Olden Fowler of Southwick in the County of Hampshire Gent^l vs
Augusta Bore of the same County Gent^l vs
The action was commenced at the last May Term & continued to this time & now
neither party appearing in Court this action is dismissed

Worcester
Case
May 25th 1795

Thomas Lett of Dorchester in the County of Hampshire Gent^l vs
James Lett of the same County Gent^l vs
The action was commenced at the last May Term & continued to this time & now
neither party appearing in Court this action is dismissed

Worcester
Case
May 25th 1795

James Woodbridge of Norwich in the County of New London a
Colonel vs
The action was commenced at the last May Term & continued to this time & now
neither party appearing in Court this action is dismissed

Worcester
Case
May 25th 1795

Henry Cook of Newcastle in the County of Hampshire Husbandⁿ &
Thomas Powers of Lymington in the same County Gent^l vs
Benjamin Simmons of Petersham in the County of Worcester Esq^r
Appellee from the Judgment of Joseph Metcalf Esq^r Just^l Pac^l in which
Case the s^d Benjamin was Plaintiff & the s^d Henry & Thomas were Defendants
in a Plea of Trespass for that s^d Henry & Thomas on November 26th
last at Lymington in the County of Hampshire with Force & Arms took
from the s^d Plaintiff their share the property of the s^d Plaintiff of the Value of thirty
six shillings then & there being in the Custody of the s^d Plaintiff in the high
Way in said Lymington & drove away the same & thereof converted
& disposed of them to their own use & to the profit & other wrongs
then & there did against the peace & the Law & to the Damage of
said Benjamin four pounds & in which Case the said Parties
came to Issue before the said Justice on the Plea of not guilty & which
Appeal was entered in this Court at the last May Term & was written
out to this Term & the said Parties come here into Court and
are at Issue on their former Plea & a Jury at this Term returned
& were sworn & sworn as the Law directs, declare upon their Oath
that they find the said Benjamin guilty in manner & Form as set forth in the Decla-
ration & give Damages at Eight Dollars & thereupon it is
considered by the Court that the said Benjamin do recover against
the said Henry & Thomas Eight Dollars Damages & Costs of Suit
taxed at

Worcester
Case
May 25th 1795

David Bond of Taunton in the County of Hampshire Esq^r vs
Powers of the same County Esq^r vs
The action was commenced at the last May Term & continued to this time & now
neither party appearing in Court this action is dismissed

Worcester
Case
May 25th 1795

John Williams of Conway in the County of Hampshire Cordwainer
vs
The action was commenced at the last May Term & continued to this time & now
neither party appearing in Court this action is dismissed

Damages & one pound ten shillings & three pence costs, whereas
said above is converted as appears of Record & whereas I & others
afterwards on September 16th last at Northampton aforesaid purchased
our Writ of Execution on the same Judgment & delivered it
to Edmund Taylor then & ever since a Deputy Sheriff for County
who made Return of the same Writ to the then next Court
of Common Pleas held at Northampton aforesaid on the second
Tuesday of November last past with the following words
"pursuant to the within I have made diligent Search & cannot
find the property or the Body of the within named Particks
I therefore return this Execo in no part satisfied thereon
and Execo for the same Damages & Costs remains to be made

and whereas the said William became Bail for the above
in the original process in the said aforesaid for his appearance
to answer & satisfy & his abiding the final Judgment thereon
whereupon it is commanded the Sheriff to summon the
William that he be before the Justices of the Court aforesaid on the
third Tuesday of May instant to show Cause why the said
ought not to have his Execo against him the said William
for his Debt or Damage &c

This action was commenced at the last May Term & continued
from Term to Term to this Time - and now at this Time
the Deft appears & the Deft the three Times called to come into
Court makes Default of appearance here - Wherefore it
is considered by the Court that the said Deft do recover
against the said William Twenty three Dollars & fifty four
Cents Damages & Costs of such taxed at 5 Dollars & 67 Cents
Ex. p. Jan 22^o 1796

Gad Smith of Whately in the County of Hampshire Trades Plff vs.
Thomas Arms Serv^t of Deerfield in the same County respondent Deft
in a Plea of the Case for that I Thomas ab said Whately on January 2^o
last by his note for Value recd promised I Gad to pay him or
his Order Ten pounds fifteen shillings & four pence two pence
lawful money on Demand with Interest - & that Thomas the request
has never paid the same but neglected it to the Damage of
said Gad fifteen pounds - This action was commenced at
the last September Term & continued to this Time - and now
at this Time the Deft appears & the Deft the three Times called to come
into Court makes Default of appearance here Wherefore it is con-
sidered by the Court that the said Gad do recover against the said
Thomas Thirty eight Dollars & two Cents Damages & Costs of such tax-
ed at 11 Dollars & 17 Cents & thereof he Ex. p. Jan 22^o 1796

Trinity
Hills
Sep 8th 1795

Benjamin Swaz of Deerfield in the County of Hampshire v. ^{vs}
Benben Little Thaddeus Hodges & Abel Taylor all of the same
Deerfield v. ^{vs}
Benben Little Thaddeus Hodges & Abel Taylor all of the same
Deerfield on January 10th 1794 by their note for Value recd promised
said Benjamin to pay him the value of one hundred & two dollars
L^{ts} on or before the tenth day of March then next in merchandise
slaves at twenty eight shillings each hundred - with lawful interest &c
said Deft the request has never paid the same but neglected it to the
Damage of I Benjamin fifteen pounds - This action was commenced
at the last September Term & continued to this Time and now the Deft
appears & the Deft the three Times called to come into Court makes Default
of appearance here Wherefore it is considered by the Court that the said Benjamin
do recover against I Deft thirty three Dollars & sixty seven Cents Damages &
Costs taxed at 9. 83 6⁴ Ex. p. Jan 22^o 1796

Swan
Tuttedal
Sep 9 1795

in. It appears a very handsome and good it is considered to
be of fine quality. The wood is white and soft and is covered with
a white and brown and is very hard and is not very
heavy. It is very hard and is not very heavy. It is very hard and is not very heavy.
Signed your Obedt. Son of Jan 25. 1790

[illegible][illegible][illegible]

Exon off^d Jan 23^d 1796

0 0012
 0 0012
 0 0012
 0 0012

Time

[illegible]

7-

Bob
27
Mary
Sept 26 1795

Amster
Robinson
Sept. 87 1795

Amster
Robinson
Sept. 87 1795

Tharen
M
Septon
1890 08 12 1/2

David by his Indorsement on the same Note with his hand subscribed
 assigned the same to the said Joseph Thayer & ordered the Contents then
 wholly unpaid to be paid to the said Joseph Thayer of all which the
 S^d Sexton immediately afterwards there had Notice & so became lia-
 ble & chargeable to pay the same unto the S^d Plaintiff according to the Tenor
 thereof And the said Sexton being volente & chargeable therewith & there
 in Consideration thereof promised & Joseph Thayer to pay him
 the same accordingly & the S^d Sexton has requested his never
 paid the same but neglects it to the Damage of S^d Joseph Thayer
 six hundred pounds This Action was entered in this Court
 at the last September Term & continued from Term to Term to
 this Time And now the S^d Plaintiff appears by Thomas Gold Gent^r
 his Att^r and Def^r by George S^d Esq^r his Att^r comes & depends
 the Cause & Inquiry when he & for plea says he is not guilty
 reserving Liberty to alter the Plea on the Trial of the Appeal & through
 puts himself on the Country And the S^d Joseph Thayer consenting
 to the above Reservation says the Plea of the S^d Sexton is in effect
 to preclude the S^d Plaintiff from having & maintaining his S^d Action to
 which he hath no need to answer & all which he is ready to
 verify whereupon for Want of a sufficient Answer he pray^s Judg-
 ment for his Damages & Costs in the premises And the S^d Sexton
 saith that his Plea aforesaid is sufficient & through pray^s Judg-
 ment & Judgment for his Costs All which being seen and
 by the Court understood it appears to the Court that the Plea
 aforesaid of the said Sexton is an insufficient Answer to the
 Declaration of the S^d Thayer & ought not to preclude him the
 said Thayer from having & maintaining his S^d Action There-
 fore it is considered that said Thayer do recover against the
 said Sexton Fourteen hundred & seventy five Dollars & seventeen
 Cents Damages & Costs of Suit taxed at 15 Dollars & 43 Cents
 whereupon the S^d Sexton by his Att^r aforesaid appeals from the Judgment
 of the Court to the Supreme Judicial Court to be holden at Northamp-
 ton aforesaid on the last Tuesday of April next & he recognises with
 Sureties for said Sexton prosecuting his said Appeal with Effect &c

Cole
 Newton
 Sept 103 1795

John Cole of New Salem in the County of Hampshire Farmer Plaintiff of
 Lemuel Newton of Hardwick in the County of Worcester Yeoman Def^r
 in a Plea of the Case for that S^d Lemuel aforesaid appeared on
 December 23^d last by his Note for Value recd & promised the said
 John to pay him on Order Thirty two pounds lawful money on
 Demand with lawful Interest for the same & the S^d Lemuel the
 requested hath never paid the same but neglects it to the Dam-
 age of said John Thirty pounds This Action was commenced
 at the last September Term & continued to this Time And now
 the S^d Plaintiff appears & the Def^r the three Times called to come into Court
 makes Default of Appearance here whereupon it is considered by
 the Court that S^d John do recover against S^d Lemuel Fifty five
 Dollars & eighty six Cents Damages & Costs of Suit taxed at Eight
 Dollars & 37 Cents Execut^d Jan^y 20 1796

Cole
 Newton
 Sept 106 1795

John Cole of New Salem in the County of Hampshire Farmer Plaintiff of
 Lemuel Newton of Hardwick in the County of Worcester Yeoman Def^r
 in a Plea of the Case for that S^d Lemuel aforesaid appeared on March 6th
 1794 by his Note for Value recd & promised to pay him on
 Order Twenty five pounds lawful money on Demand with lawful Interest
 for the same & the S^d John do recover against S^d Lemuel Fifty five
 Dollars & eighty six Cents Damages & Costs of Suit taxed at Eight
 Dollars & 37 Cents Execut^d Jan^y 20 1796

never paid the same but ought to be the Damage of 30th of Thirty
pounds — This Action was entered in the Court at the last September
Term & continued to this Time — And now at this Time the Plaintiff
appears & the Defendant the three Times called to come into Court makes
Default of appearance here — Wherefore it is considered by
the Court that 30th of 30th do recover against the 3rd Alphens Ninety
Dollars & eight Cents Damages & Costs of Suit taxed at 11 Dollars
& 37 Cents —
Exon ip^o Jan^{ry} 20. 1796

David Parsons of Amherst in the County of Hampshire Clerk Personal
Plff in Moses Cook & Sonⁿ of the same Amherst Gent^l Def^t in Cook
a Plea of the Case for that 30th of 30th Amherst on May 1st 1792
AD 1792 owed the said David Thirty two pounds in Law^l
Money for so much money by the 30th of 30th of David to
the said David use before that Time had received & then &
then in consideration thereof promised 30th David to pay him
the same on Demand & afterwards on the same day he de
manded & required 30th of 30th to pay the same yet 30th of 30th
the often requested hath never paid the same but ought to be
to the Damage of 30th David Thirty pounds — This Action
was commenced at the last September Term & continued to
this Time — And now at this Time the Plaintiff appears & the
Def^t the three Times called to come into Court makes Default
of appearance here Wherefore it is considered by the Court
that 30th David do recover against 30th of 30th Sixty five Dollars
& forty five Cents Damages & Costs of Suit taxed at 17 Dollars
& 11 Cents —
Exon ip^o Jan 21. 1796

Loanna Barber Widow & Seriah Barber women both of Windsor in the County of
Hartford & State of Connecticut Edmnd on the Estate of Seriah Bar
ber late of 30th Windsor deceased Plff^s vs Abel Tillingham of Granville
in the County of Hampshire yeoman Def^t in a Plea of Tresp^{ass} on the
Case for that 30th of 30th on the fifth day of August AD Sep 12th 1795
1795 by his Note for Value rec^d promised the 30th of 30th the Edmnd
aforesaid to pay him (meaning for the use & benefit of the 30th of 30th
& Seriah Edmnd as a husband & in 30th of 30th) Nine pounds &
Money, worth of Grain or Beef cattle or small cattle by the
fifteenth day of October then next with Interest till paid —
yet the said Abel the requested has never paid the same but ought
to be the Damage of 30th of 30th Fifty five pounds — This Action was
commenced at the last September Term when the Plaintiff appeared
& the said Abel the three Times called to come into Court made
Default of appearance in Court & this Case was continued
for Judgment to this Time, and now the Plaintiff appears
& made for Judgment and it is considered by the Court
that the 30th of 30th & Seriah Edmnd aforesaid do recover against
the said Abel Thirty five Dollars & eight six Cents Damages
& Costs of Suit taxed at 11 Dollars & 21 Cents —
Exon ip^o Jan 20. 1796

Benjamin Wolworth of Safford in the County of Hartford & State of
Connecticut Yeoman Plff^s vs Phineas Wolworth of Granville
in the County of Hampshire yeoman Def^t in a Plea of the
Case for that 30th of 30th on November 4th last
by his Note for Value rec^d promised the 30th of 30th pay him or order
Eight pounds twelve shillings & five pence lawful money in
six months from the date of 30th note with Interest yet 30th of 30th
Gilesworth
Phineas Wolworth
Sep 20. 1795

the requested has never paid the same but neglects it to the Damage
 of said Defendant forty Dollars. This action was entered in
 this Court at the last September Term when the Plaintiff appeared &
 the Defendant the three times called to come into Court made Default
 of appearance and the case was continued for judgment
 to this time and now the Plaintiff appears & prays Judgment
 and it is considered by the Court that the said Defendant do re-
 cover against the said Plaintiff thirty Dollars & eighty two Cents
 Damages & Costs of Suit taxed at 11 Dollars & 29 Cents

Exon d^o Jan 20. 1795

Terguson
 vs
 Mason
 Sep. 14 1795

Robert Terguson of Springfield in the County of Oswego & State
 of New York yeoman Plaintiff. Ashbel Mason of Chateaugay in the
 County of Windham & State of Vermont yeoman in a Plea
 of Debt for the s^d Ashbel at Colrain aforesaid on April 6th
 AD 1792 appeared before Hugh McAllen Esq^r one of the Jus-
 tices of the Peace for s^d County & acknowledged himself indebted
 to s^d Robert in the sum of twelve pounds sixteen shillings &
 six pence to be paid to s^d Robert on May 1st then next, which
 said Acknowledgment is in no part discharged or satisfied & an
 Action accrues to the Plaintiff to recover the s^d sum of s^d Ashbel & s^d
 Ashbel the requested has not paid the same but neglects it to the
 Damage of s^d Robert twenty pounds. This action was commenced
 at the last September Term & continued to this time and now
 the Plaintiff appears & the Defendant the three times called to come into
 Court makes Default of appearance here Whereupon it is
 considered by the Court that s^d Robert do recover against
 the s^d Ashbel thirty two Dollars & forty eight Cents Debt &
 Costs of Suit taxed at 14 Dollars & sixty five Cents

Exon d^o Jan 28 1796

Exo
 vs
 Fowler & al
 Sep. 16 1795

Ashbel Exo of Windsor in the County of Hartford & State of
 Connecticut yeoman Plaintiff. Elias Fowler John Shank & Elijah
 Strongly all of Southwicks in the County of Hampshire Gent^l Defendants
 in a Plea of Debt for that s^d Ashbel before the Justices of the Court
 of Common Pleas holden at Northampton within & for the County
 of Hampshire on the first Tuesday of March A^d 1787
 by the consideration of the same Justices recovered Judgment against
 said Elias John & Elijah for £ 64^l 6^s 0 & 10^d Damages & 17^s 8
 Costs of Suit whereof they are in arrear, which Judgment yet
 remains in full force not assented reversed or satisfied & the
 s^d Exors have been paid on s^d Judgment for s^d Damages & these
 shillings the Jurors of s^d Exors met the Return day of the last of
 them long since passed, the same Exors returned & remain
 still due & unpaid whereupon Letters have issued to the Plaintiff to have
 & recover the same sum of the s^d Elias John & Elijah yet the s^d Exors
 requested they have never paid the same or any part of them
 but neglects it to the Damage of s^d Ashbel twenty pounds
 This action was commenced at September Term last & continued to
 this time and now the Plaintiff appears & the s^d Elias John & al only
 have been summoned the three times called to come into Court make
 Default of appearance here Whereupon it is considered by the Court
 that s^d Ashbel do recover against the s^d Elias & al ten hundred
 twenty five Dollars & thirty two Cents Debt & Costs of Suit taxed at
 10 Dollars & eighty four Cents

Exon d^o Jan 28 1796

W Shoullon of Blanford in the County of Hampshire yeoman Defendant
vs
alet Whipple of the same Blanford yeoman Plaintiff
This case was entered at the last Sept
Term when the Plaintiff appeared & the Defendant the same Term called
to come into Court made Default of Appearance in Court & the
Case was continued for Judgment to this Term - And now at
this Term neither Party appearing this Case is dismissed

Shoullon
vs
Whipple
Sept 180 1795

Moses Church of Springfield in the County of Hampshire yeoman
vs
Pep W. Chester of the same Springfield Merchant Defendant
The Case for that said Church abs Springfield on August 1st last was
justly indebted to the said Moses the Sum of twenty one pounds one
shilling & nine pence & 10⁰ for meat Drink Lodging & washing
provided for him there before that Term at the special Request &
Request of Chester & to balance Accounts therefor according to the
Schedule annexed to the Writ & being so indebted to Chester then and
there in Consideration thereof under Writ & to the Plaintiff promised to
pay him the same Sum on Demand Yet the said Church the requested
has never paid the same but neglects it to the Damage of said
Moses forty pounds - This Action was commenced at September
Term last & continued to this Term - And now the Plaintiff appears
and the Defendant the same Term called to come into Court makes
Default of Appearance here Wherefore it is considered by the
Court that the said Moses do recover against the Defendant Seventy
Dollars & twenty nine Cents Damages & Costs of Suit taxed at

Church
vs
Chester
Sept 190 1795

Samuel Jones of Middlefield in the County of Hampshire yeoman
vs
Calab Jones of Dorchester in the County of Dorset & State of Cornwall
nephew of the said Samuel Jones late of Dorchester
deceased Plaintiff
The said Samuel Jones deceased Plaintiff vs. Thomas Norton of
Dorchester in the County of Hampshire Defendant
of the Case for that said Plaintiff at Hawley in the County of Hampshire
on October 21st 1794 by his Note for Value received promised said
Philip then living to pay him or Order Four pounds & 10⁰ pence
two months from the Date of Note with Interest after said
the requested never paid the same to the Plaintiff in his Life Time
or to the Administrator since the Decease of the Plaintiff with
neglects it to the Damage of the said Samuel & Calab in their said
Capacity Six pounds - This Action was commenced at
September Term last & continued to this Term - And now the
Plaintiff appears & the Defendant the same Term called to come into
Court makes Default of Appearance here Wherefore it is
considered by the Court that the said Samuel & Calab in their said
Capacity do recover against the Defendant Fourteen Dollars and
thirty four Cents Damages & Costs of Suit taxed at 10 Dollars &
4 Cents & thereof &c

Jones & al
vs
Norton
Sept 194 1795

Jonathan Russell of Christchurch in the County of Hampshire yeoman
vs
Joseph & Bailey of the same Christchurch Merchants
The same Christchurch Appellants from the Judgment of the Court
Baker Esq. vs. Russell & al - In which Case the said Joseph & Solomon
were Plaintiff & Jonathan Russell Defendant in a Plea of the Case for that said
Jonathan & Northampton aforesaid on January 1st last in Con
sideration that the said Joseph & Solomon had there before that
Term sold & delivered to the said Jonathan & al his Request divers
Goods & Merchandises aforesaid on his self & promised the
Plaintiff to pay them therefor on Demand so much Money as the
same Goods & Merchandises were worth & the Plaintiff aver that the same Goods &

Russell Appellants
vs
Bailey & al
Sept 204 1795

at the Time of the Sale he would reasonably worth Three pounds, Little York, and
Southam the requested has never paid the same to the Damage of St Joseph's
in honor only & all this. This appeal never entered in the Court
at the last September Term & continued to this Term and now
the Appellants being three Times called to come into Court & make
Default of Appearance here. The Appellants appear & pray for
Affirmation of the former Judgment &c. When upon it is consid-
ered by the Court that said Joseph & Solomon do answer against
the said Southam Four Dollars & seventy eight Cents Damages &
Cost of Suit taxed at 9 Dollars & 72 Cents.

Remittitur Jan^y 20 1796

Indebtedness
Templeton
Nov^r 1. 1795

The Inhabitants of the Town of Shutesbury in the County of
Hampshire Appellants vs the Inhabitants of the Town of Templeton
in the County of Gloucester Appellants from the Judgment of Justice
Parker Esq^r one of the Justices of the Peace in & for the County of
Hampshire in which Case the said Inhabitants of Shutesbury
were Complainants & the Inhabitants of Templeton were Defs^t
wherein the said Inhabitants ^{of Shutesbury} complain that Samuel Taylor and
Lydia his Wife residents in said Town of Shutesbury are poor
and become chargeable to said Town & that their lawful Settlement
is in Templeton aforesaid. They therefore pray that after a
due Course of proceedings had the lawful Settlement of said
Samuel & Lydia may be adjudged to be in the said Town of
Templeton & that they may be removed thither by Warrants
accordingly. They also pray for Judgment for Damages
& Expenses incurred on Account of said Samuel & Lydia an
Amount whereof is annexed & for such as may accrue till
the Term of Judgment & for Costs. This Appeal was entered in
this Court at the last Term thereof and was continued to this Term
& in this Case on the Trial before the Justice it appears that the
Town of Templeton & the Inhabitants of the same by Joshua Wright
their Agent pleaded that the lawful Settlement of the said Samuel
& Lydia is not in the said Town of Templeton as the said Town
of Shutesbury in the foregoing Complaints alleged & thereof puts
themselves on Trial & the said Town of Shutesbury do the same.

And now the said Parties are all Issue on the Issues aforesaid and
having been fully heard in the premises, it appears to the Court that
Samuel Taylor & Lydia his Wife the Parties aforesaid in March
Annodominii 1770 purchased a Farm in Templeton for which
he gave Two hundred & forty pounds & L^{ts} & that they lived thereon
& occupied the same fourteen years & in the Year 1784 sold the
same for £580 that said Samuel in 1771 & 1772 was chosen a
Selectman of said Town of Templeton & served in said Office
that it does not appear that said Samuel & Wife have since
that Time gained a Settlement in any other Town and
on due Consideration of the premises it is ~~contingent~~ by the
Court that the lawful Settlement of the said Samuel & Wife
is in the said Town of Templeton & that they be removed thither
& that the Inhabitants of said Town of Shutesbury do
recover against the Inhabitants of the Town of Templeton
Five hundred sixty eight Dollars & thirty seven & an half Cents
Damages for Expenses incurred for the Support of the said
Parties to this day viz Jan^y 18 Inst. and also the Cost
of the Suit taxed at 24 Dollars & 54 Cents.

Warrant issued Jan^y 23 1796

Tisdale Puffer of Medway in the County of Norfolk Cordwainer
 Puff v. David Bullard of South Brimsfield in the County of Ham Puffer
 John Husbandson Deft in a Plea of the Case for that David at South-
 Brimsfield on September 3^d 1794 by his note for Value rec^d promised Bullard
 said Tisdale to pay him or Order Thirty pounds within one year from the
 Date of said note & Interest Yet said David the requested has not paid the
 same but neglects it to the Damage of said Tisdale One hundred & fifty Dollars
 This action was entered at the last Term of this Court & continued to this
 Term — And now the Puff appears & the Deft the three Times called to
 come into Court makes Default of Appearance here — Wherefore it is con-
 sidered by the Court that the said Tisdale do recover against the said David One
 hundred & eighty Dollars & twenty five Cents Damages & Costs of Suit taxed
 at 12 Dollars & 92 Cents Exonerated Jan 23 1796

Hastings
 v.
 Bryant
 Nov. 5 1795

Jonathan Hastings of Windsor in the County of Berkshire yeoman
 Puff v. Peter Bryant of Cummington in the County of Hampshire Physician
 Deft in a Plea of the Case for that s^d Peter at Windsor on at Cummington
 aforesaid on June 13. 1795 by his note for Value rec^d promised s^d Jonathan
 to pay him or Order Twenty four pounds Lth by September 1st then with
 with Interest Yet s^d Peter the requested has never paid the same but
 neglects it to the Damage of s^d Jonathan One hundred & fifty Dollars
 This action was commenced at the last Term of this Court & continued to this
 Term — And now at this Term the Puff appears & the Deft the three
 Times called to come into Court makes Default of Appearance here
 Wherefore it is considered by the Court that the s^d Jonathan do recover
 against the said Peter Eighty two Dollars & eighty two Cents Damages and
 Costs of Suit taxed at Six Dollars & seventy one Cents
 Exonerated Jan^y 20 1796

Naphtali May of Royalston in the County of Worcester Valler Puff. May
 Joseph Holland Williams of Orange in the County of Hampshire Blacksmith
 & James Paddock of the same Orange Physician Deft in a Plea of the Williams & al
 Case for that said Williams & Paddock at said Orange on September 15th last by their Note for Value rec^d promised the Puff to pay him
 Eighty one Dollars & sixty six Cents on Demand with Interest Yet
 said Joseph & James the requested have never paid the same but neglect
 it to the Damage of said Naphtali One hundred & fifty Dollars This
 action was commenced at the last Term & continued to this Term
 And now the Puff appears and the Deft the three Times called to
 come into Court makes Default of Appearance here Wherefore it is
 considered by the Court that the said Naphtali do recover against
 the said Joseph & James

Williams
 v.
 Locke
 Nov 19 1795

William Woodard Williams of Dursfield in the County of Hampshire Puff v.
 John Locke of Dursfield aforesaid yeoman Deft in a Plea of the Case
 for that said John at s^d Dursfield on November 1st last was justly
 indebted to said Williams on the Sum of twenty six Dollars & four
 pence for sundry articles of bookbainds according to the account
 turned up to the White & being so indebted said John in Consider-
 ration thereof then & there handed over & to s^d Williams promised
 to pay him the same sum & Interest on Demand Yet s^d John the
 of the requested has never paid the same but neglects it to the Damage

of the said William Triffly Dollars — This action was entered at the last Term of this Court when the Deft appeared & the Plt the three Times called to come into Court made Default of appearance here and the Case was continued for Judgment to this Time and now the Plt appears & prays Judgment — and it is considered by the Court that the said William do recover against the said John Twenty six Dollars & ninety four Cents Damages & Costs of Suit taxed at 6 Dollars & 79 Cents
Exon if Jan 22 1796

Lynman
vs
Arms
Nov 22 1795

Augustus Lynman of Deerfield in the County of Hampshire Blacksmith
Plt vs Rufus Arms of Deerfield aforesaid Defendant Deft in a Plea of
the Case for that s^d Rufus at s^d Deerfield on July 8 1794 by his note
for Value rec^d promised said Augustus to pay him or Order nine pounds
three shillings in good merchantable Barr Iron at the market price
on or before July 25th then next — Yet s^d Rufus the requested hath never
paid the same but neglects it to the Damage of s^d Augustus forty Dollars
This action was commenced at the last Term of this Court & continued
to this Time — and now the Plt appears & the Deft the three Times
called to come into Court makes Default of appearance here where
fore it is considered by the Court that s^d Augustus do recover a
gainst the said Rufus Thirty three dollars & sixty Cents Damages
& Costs of Suit taxed at 6 Dollars & 60 Cents
Exon if Jan 22 1796

Church & al
vs
Harwood
Nov 23 1795

Samuel Church & Samuel Clark both of Sunderland in the County
of Hampshire Traders Plts vs Francis Harwood of Whately in the
same County Physician Deft in a Plea of the Case for that s^d
Thomas at s^d Sunderland on December 22^d last by his note for
Value rec^d promised the Plts to pay them £30.5.9 in three
months with Interest also for that s^d Plts at s^d Sunderland on
May 28th last had then before that Time sold & delivered to s^d
Francis at his special Request divers goods wares & merchandises
according to the Account annexed to the Writ s^d Francis there
upon in consideration thereof promised s^d Plts to pay them 10
months money as the same Goods as were worth on demand
& s^d Plts say s^d Goods as were worth 25 Dollars & 70 Cents yet
s^d Francis the requested has never performed either his promises
aforesaid but neglects it to the Plts Damage forty five Dollars
This action was commenced at the last Term of this Court & continued
to this Time — and now the Plts appear & the Deft the three Times
called to come into Court makes Default of appearance here
wherefore it is considered by the Court that s^d Samuel & Samuel
do recover against s^d Francis Fifty seven Dollars & fifty seven Cents
Damages & Costs of Suit taxed at 5 Dollars & 76 Cents
Exon if Jan 22 1796

Robble
vs
Linden
Nov 23 1795

Enoch Robble of Northampton in the County of Hampshire Laborer
Plt vs Philip Butler of Winchester in the County of Berkshire &
late of New Hampshire Trader Deft in a Plea as set forth
in the Declaration on File — This action was commenced at
the last Term & continued to this Time and now neither Par
ty appearing this action is dismissed

Lawrence
vs
Ware
Nov 28 1795

John Lawrence of Hartford in the County of Hartford and
late of Connecticut Esq^r Plt vs Augustus Phage of Southwick
in the County of Hampshire aforesaid Deft in a Plea as set forth
in the Declaration on File where he demands against s^d Augustus the Difference of
about seven five acres of Land lying in s^d Southwick & the

Appurtenances bounded Eastwardly on Simsbury Road north
wardly on land laid out to Mark Noble & westwardly partly
on land lately owned by Samuel Johnson & partly on the
mas Campbells Land being in length one hundred & sixty
rods & in width seventy five rods & whereupon he vouches
that the said Augustus Pease being lawfully seized & possessed
of the said demanded premises with the appurtenances in his
Demise as of free by his Deed duly executed at Northwick
aforesaid on the twelfth Day of October A.D. 1791 acknowledged
& registered for the Sum of Twenty seven pounds & five
Shillings bargained sold & conveyed the said demanded premi-
ses with the appurtenances to the said John to hold to him his
Heirs & assigns forever in fee simple by force of which
Deed the said John thereupon became instantly seized of
the said demanded premises & appurtenances in his Demise
as of free taking the profits thereof to the Value of twenty Dol-
lars by the year & ought to have remained in the Seizin
& possession thereof but the said Augustus hath since that Time
entered into the possession of the said demanded premises with-
out any right so to do hath deforced the said John thereof
& still wrongfully deforced & holds him out of the same to
the Damage of the said John two hundred Dollars

This action was commenced at the last Term & continued to this
Term & had now at this Time the Plaintiff & the Defendant
three Times called to come into Court on their Default of Appearance
here wherefore it is considered by the Court that the said John do
recover against said Augustus Seizin & Possession of the dem-
anded premises notwithstanding the said Augustus shall in two months
pay to the said John seventy two Dollars & fourteen Cents
& the Costs of Suit taxed at 9 Dollars & twenty seven Cents
whereupon the Augustus by George Bligh Esq^r his Att^r comes
here into Court & appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at
Northampton aforesaid on the next Tuesday of April next
& he recognises with Sureties for the Augustus prosecuting
his said appeal with Effect &

Gad Smith of Whately in the County of Hampshire Esq^r Plaintiff
vs. Nathaniel Travy of Hatfield in the same County woman
Defendant in a Plea of the Case for that the said Nath^l at Whately aforesaid
on August 24 1795 by his Note for Value received promised the said
Gad to pay him a Order Ten pounds sixteen Shillings equal
to 36 Dollars on Demand with Interest of 6% the said Nath^l has
requested hath not paid the same but neglects it to the Dam-
age of said Gad forty Dollars This action was entered
at the last Term & continued to this Time & had now the
Plaintiff & the Defendant three Times called to come into
Court on their Default of Appearance here wherefore it is
considered by the Court that the said Gad do recover against
the said Nath^l Dam^t and
Costs of Suit taxed at 5 Dollars & 48 Cents

Smith
Travy
Nov^r 5th 1795

Isabella Robinson of Uxbridge in the County of Hampshire woman
Appellant vs. Elizabeth Kent of the same County Defendant from which
the Judgment of Ebenezer Halloran Esq^r Justice of the Peace in
which Case the said Elizabeth was App^t & the said Isabella Defendant in a Plea of the

Robinson App^t

Nov^r 5th 1795

case for that s^d Eliza ab said Gaunby on April 21st last. was possessed of a Mallon Colt worth thirteen Dollars & thirty three Cents as of his own proper Colt & being so then possessed he s^d Eliza on the same Day took out of his hands & possession which same Colt afterwards on the same Day into the hands & possession of the s^d Eliza by finding same. Nevertheless the said Eliza knowing the said Colt to be the proper Colt of s^d Eliza hath never delivered the same Colt to said Eliza this often requested but after wards on the same Day the same Colt to his own use did convert & dispose to the damage of s^d Eliza thirteen dollars & thirty three Cents

This appeal was entered in this Court the last Term then of continuance to this Term & now at this time the Appellee appears in Court & the Appellant the three Times called to come into Court makes Default of appearance here Whereupon it is considered that the said Eliza do recover against the said Eliza their thirteen Dollars & thirty three Cents Damages & Costs of Suit taxed at 40 Dollars & 24 Cents

Exon p^{er} Jan 25 1796

Lyon

Barns

Nov 73 1795

Isaiah Lyon of Barr in the County of Worcester yeoman Plaintiff vs Eli Barns of Montague in the County of Hampshire yeoman Defendant in a Plea of the case for that s^d Eli ab s^d Barns on September 28th last owed s^d Isaiah One hundred sixty six Dollars sixty six Cents & six mills for a certain Horse by the said Isaiah to the said Eli at his special Instance & Request there before that Time sold & delivered & then & there in Consideration thereof promised s^d Isaiah to pay him the same sum on October 1st when next after s^d Eli the requested has never paid the same but neglects it to the Damage of said Isaiah Two hundred Dollars This action was entered at the last Term of this Court & continued to this Term and now at this time the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that s^d Isaiah do recover against s^d Eli One hundred sixty six Dollars sixty six Cents & six mills Damages & Costs of Suit taxed at

Black

Henry

Nov 76 1795

James Black of Chester in the County of Hampshire Gent^l Plaintiff vs Jonas Henry of the same Chester yeoman Defendant in a Plea as is set forth in the Declaration on File do This action was entered at the last Term & continued to this Term and now neither party appearing this action is dismissed

Smith

Hobbs

Nov 78 1795

John Smith 2^d of Chester in the County of Hampshire yeoman Plaintiff vs Theobald Hobbs of the same Chester yeoman Defendant in a Plea of the case for that s^d Theobald ab s^d Chester on May 12th last by his Note for Value received promised the Plaintiff to pay him or Order thirteen pounds lawful money equal to 43 Dollars 33 Cents & 3 mills by June 15th then next with If s^d the often requested s^d Theobald hath not paid said Note but neglects it to the Damage of s^d John Eighty Dollars This action was commenced at the last Term and continued to this time and now the Plaintiff appears and the Defendant the three Times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that s^d John do recover against said Theobald Forty five Dollars & eight Cents Damages & Costs of Suit taxed at 7 Dollars & 93 Cents

Exon p^{er} Jan 25 1796

Lyon
vs
Ray
Nos 126 1795

Joseph Lyon of Pelham in the County of Hampshire Plaintiff
vs Joseph Ray of Wendell in the same County Defendant Left in a
Plea of the Case for that s^d Joseph at New Salem in s^d County on Septem-
ber 29 1794 by his Note for Value rec^d promised s^d Joseph to pay
him two thousand of merchantable fifteen Inch Shingles worth
two Dollars & sixty six cents on January 15th then next & also for that
said Joseph at s^d New Salem on November 24th 1794 by his Note
under his hand for Value rec^d promised s^d Joseph to pay him
the Value of two pounds nineteen shillings & two pence half money
equal to 9 Dollars & 84 cents in merchantable fifteen Inch Shingles
at the Rate of one Dollar 16 Cents & six mills by the thousand on or
before February 1st then next & also for that the said Joseph at
said New Salem on March 5th last by his Note for Value rec^d
promised s^d Joseph to pay him on Order Two pounds one shilling
& nine pence half money equal to six Dollars & ninety six cents
on Demand with Interest Yet s^d Joseph the requested hath not
performed either his promise aforesaid but neglects & refuses
to do so to the Damage of s^d Joseph thirty dollars
This action was commenced at the last Term of this Court
when the Pl^t appeared & and the Def^t the three Times called to come into
Court made Default of appearance in Court & the action was
continued to this Term & and now the Pl^t appears & prays judg-
ment and it is considered by the Court that the s^d Joseph do
recover against the said Joseph Seventeen Dollars & seven Cents
Damages & Costs of Suit taxed at 5 Dollars & 82 Cents
Execut^d Jan^y 20 1796

Morgan
vs
Miller & al
Nos 131 1795

Mary Morgan of West Springfield in the County of Hampshire
Spinster Plaintiff vs Joseph Miller Gent^l Joseph Miller Senr.
Husbandman George Miller yeoman all of Ludlow in the
County aforesaid & Joseph Ashby of West Springfield aforesaid
Yeoman Def^ts in a Plea of the Case for that s^d Def^ts at Ludlow
aforesaid on Jun 9th 1790 by their Note for Value rec^d pro-
mised said Mary to pay her Eighteen pounds equal to
sixty Dollars on Demand with Interest & Yet s^d Def^ts have
quitted of them ever paid the same the requested but neglect
it to the Damage of s^d Mary One hundred Dollars
This action was commenced at the last Term of this Court and
continued to this Term & and now at this Term the Pl^t ap-
pears & the Def^ts the three Times called to come into Court make
Default of appearance here wherefore it is considered by the
Court that the Pl^t aforesaid do recover against the s^d Def^ts
Sixty five Dollars & eighty one cents Damages & Costs of Suit tax-
ed at 9 Dollars & seventy four cents Execut^d Jan 20 1796

Dwight & al
vs
Warner & al
Nos 132 1795

Jonathan Dwight & James Scott Dwight both of Springfield in
the County of Hampshire Plaintiffs vs James Warner Gent^l &
Abner Warner yeoman both of Wethersfield in the same County
Def^ts in a Plea of the Case for that s^d James & Abner at Spring-
field aforesaid on April 16th last by their Note for Value
received & promised the Pl^ts to pay them
on Order Sixty days after the Date of s^d Note One hundred and
twenty pounds equal to four hundred Dollars with Interest
after such bill paid Yet s^d Def^ts the requested have never paid
the same but neglect it to the Damage of s^d Jonathan &
James Dwight two hundred Dollars This action was commenced
at the last Term of this Court and continued to this Term & and

and now at this Time the Plea appears by John Hooker Esq^r their Att^y
 & the Deft^y by George Bliff Esq^r their Att^y come & defend the Toru &
 Injury when he & for she say they never promised the Plea
 in manner & Form as the Plea in his Declaration both alledge
 & think just themselves on the Country & and the Plea otherwise
 At Jury at this Time returned & empannelled as the Law
 requires also come here & being sworn to try the Plea declare
 upon their Oath that they find the Deft^y did promise the Plea
 in manner & Form as set forth in the Declaration and
 assess Damages for the Plea at four hundred & fourteen Dollars
 and thereupon it is considered by the Court that the said
 Jonathan & James do recover against the said Deft^y four
 hundred & fourteen Dollars Damages & Costs of Suit taxed
 at 17 Dollars & 35 Cents — Whereupon the said Deft^y by their
 Att^y appeared appeal from the Judgment of this Court to the
 Supreme Judicial Court to be holden at Northampton aforesaid
 on the last Tuesday of April next & he verogues with
 further as the Law directs for & Deft^y prosecuting their
 said appeal with Effect &c

Lucie Thre of Charlestown in the County of Hampshire person^{al} Plea^r
 John Punter of Wendell in the same County Gent^l Deft^y in
 a Plea of the Case for that & foreretur a Greenfield on September
 24th last was justly indebted to Thre in the sum of four
 pounds 17/6 equal to sixteen Dollars & 25 Cents for so
 much Money then before that Time had & received to the Plea
 Me & being so indebted then & then promised the Plea to
 pay him the same sum on Demand with Interest yet
 he hath never paid the same the requested but neglect it
 to the Damage of the said Thre Seventy Dollars — This action
 was commenced at the last Term & continued to this Time
 and now the Plea appears & the Deft^y the three Times called
 to come into Court makes Default of appearance here
 Whereupon it is considered by the Court that & Thre do
 recover against the said John Punter sixteen Dollars & fifty nine
 Cents Damages & Costs of Suit taxed at 10 Dollars & 24
 Cents —
 Ex^{ra} p^{er} Jan 20 1796.

Pice
 as
 Punice
 Nov. 140 1795

William Doll of Boston in the County of Suffolk Marchant
 Plea^r Peter Bryant of Cumington in the County of Hampshire Bryant
 Physician Deft^y in a Plea of the Case for that & Peter a b^o
 Cumington on June 19. 1795 by his Note for Value rec^d
 promised said William to pay him or Order One hund
 red & eighty two pounds five shillings 3 3/4 equal to Six
 hundred & seven Dollars fifty four Cents & three mils in
 three months & Interest after that Time till paid yet
 said Peter the requested has never paid the same but
 neglect it to the Damage of & William nine hundred
 Dollars This action was commenced at the last Term and
 continued to this Time — and now at this Time the Plea
 appears and the Deft^y the three Times called to come into
 Court makes Default of appearance here Whereupon it is
 considered by the Court that the said William do recover
 against the & Peter six hundred nineteen Dollars & sev
 enty two Cents Damages & Costs of Suit taxed at 19 Dollars
 & sixty six Cents
 Ex^{ra} p^{er} Jan 20 1796

Doll
 as
 Nov. 141 1795

Dwight
Ingersol

Nov. 14th 1795

James Scutt Dwight of Springfield in the County of Hampshire
merchants Plaintiff vs Thomas Ingersol of Great Barrington in the
County of Berkshire Gentle Defendant in a Plea of Trespass on the
Case for that whereas said Thomas at Springfield on the twenty
first day of December in the year of our Lord Seventeen hundred &
ninety three by his Noble murder his hand of that Date for Value
received promised the said James Scutt Dwight to pay him or
Order Fifteen pounds lawful Silver money equal to fifty Dollars
on or before the first of July then next. Yet the said Thomas tho
often some requested has never performed his promise but
neglects & refuses to the Damage of said James eighty Dollars
This action was commenced at the last Term and continued
to this Term - The Plaintiff by Lemuel Foster Esq^r his Att^y
and the Def^t by Jonathan Woodbridge Gent^l his Att^y comes
to judgment &c and reserving Liberty of pleading anew on the
Appeal says he is not guilty as set forth in the Declaration
And the said James consenting to a Discontinuance says that
the Plea of the said Thomas is insufficient in Law & that he is
not obliged to reply to the same & thereof prays Judgment of
the Court - And the said Thomas says that the Plea
aforesaid is sufficient - All which being read by the
Court here under stood it appears to the Court that the Plea
aforesaid of the said Thomas by him pleaded is an insuffi-
cient answer to the Declaration of the said James & ought not to
preclude him the said James from having & claiming his
action - Therefore it is considered by the Court that the said
James do recover against the said Thomas Fifty four Dollars
& sixty two Cents Damages & Costs of Suit taxed at 9 Dollars
& four Cents - Whereupon the said Thomas by his Att^y
aforesaid appeals from the Judgment of his Court to the
superior Judicial Court to be holden at Northampton in
& for the County of Hampshire on the last Tuesday of April
next and he recognises with sureties as the Law directs for
said Thomas's prosecuting his said Appeal with Effect on

James Scutt Dwight of Springfield in the County of Hampshire
merchants Plaintiff vs Thomas Ingersol of Great Barrington in the
County of Berkshire Gentle Defendant in a Plea of Trespass on the
Case for that whereas said Thomas at Springfield on the twenty
first day of December in the year of our Lord Seventeen hundred &
ninety three by his Noble murder his hand of that Date for Value
received promised the said James Scutt Dwight to pay him or
Order Fifteen pounds lawful Silver money equal to fifty Dollars
on or before the first of July then next. Yet the said Thomas tho
often some requested has never performed his promise but
neglects & refuses to the Damage of said James eighty Dollars
This action was commenced at the last Term and continued
to this Term - The Plaintiff by Lemuel Foster Esq^r his Att^y
and the Def^t by Jonathan Woodbridge Gent^l his Att^y comes
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Appeal says he is not guilty as set forth in the Declaration
And the said James consenting to a Discontinuance says that
the Plea of the said Thomas is insufficient in Law & that he is
not obliged to reply to the same & thereof prays Judgment of
the Court - And the said Thomas says that the Plea
aforesaid is sufficient - All which being read by the
Court here under stood it appears to the Court that the Plea
aforesaid of the said Thomas by him pleaded is an insuffi-
cient answer to the Declaration of the said James & ought not to
preclude him the said James from having & claiming his
action - Therefore it is considered by the Court that the said
James do recover against the said Thomas Fifty four Dollars
& sixty two Cents Damages & Costs of Suit taxed at 9 Dollars
& four Cents - Whereupon the said Thomas by his Att^y
aforesaid appeals from the Judgment of his Court to the
superior Judicial Court to be holden at Northampton in
& for the County of Hampshire on the last Tuesday of April
next and he recognises with sureties as the Law directs for
said Thomas's prosecuting his said Appeal with Effect on

1853 11/20

Jan 2 1756

Jan 3 1796

Smith

Case

James Miller

Case Smith vs. James Miller in S. County of Hampshire. Term 2nd of
 1896. Plaintiff James Miller vs. Defendant
 John H. Case for that Plaintiff's wife, Mary, on or bet. Jan
 28th 1895 was with her husband and promised Plaintiff her
 own money, one dollar & fifty cents for her husband & the
 Plaintiff. Plaintiff said Case the requested was not paid by Case
 on or before 1st of Dec. 1895. Plaintiff says she is twenty five dollars
 The Plaintiff appears in the Court this case Case called Case into
 Court under Default of Appearance here on. Wherefore it is
 considered by the Court that Plaintiff do swear against the
 Case twenty one dollars & ninety four cents damages & costs of
 suit taxed at 4 Dollars & 3 Cents

Executed Jan 21. 1896

Black Book

Miller

Jan 21 1896

James Miller vs. John H. Case in the County of Hampshire. Term
 2nd of Dec. 1895. Plaintiff James Miller vs. Defendant
 John H. Case for that Plaintiff's wife, Mary, on or bet. Jan
 28th 1895 was with her husband and promised Plaintiff her
 own money, one dollar & fifty cents for her husband & the
 Plaintiff. Plaintiff said Case the requested was not paid by Case
 on or before 1st of Dec. 1895. Plaintiff says she is twenty five dollars
 The Plaintiff appears in the Court this case Case called Case into
 Court under Default of Appearance here on. Wherefore it is
 considered by the Court that Plaintiff do swear against the
 Case twenty one dollars & ninety four cents damages & costs of
 suit taxed at 4 Dollars & 3 Cents

Costs of suit taxed at 4 Dollars & sixty Cents

James Miller

Jan 21 1896

James Miller vs. John H. Case in the County of Hampshire. Term
 2nd of Dec. 1895. Plaintiff James Miller vs. Defendant
 John H. Case for that Plaintiff's wife, Mary, on or bet. Jan
 28th 1895 was with her husband and promised Plaintiff her
 own money, one dollar & fifty cents for her husband & the
 Plaintiff. Plaintiff said Case the requested was not paid by Case
 on or before 1st of Dec. 1895. Plaintiff says she is twenty five dollars
 The Plaintiff appears in the Court this case Case called Case into
 Court under Default of Appearance here on. Wherefore it is
 considered by the Court that Plaintiff do swear against the
 Case twenty one dollars & ninety four cents damages & costs of
 suit taxed at 4 Dollars & sixty Cents

Executed Jan 21 1896

Society Stevens of Claremont in the County of Cheshire & State of New Hampshire
 John Shopkeeper. vs. John Warner of Springfield in the County of
 Hampshire Cooper & his wife called John Warner the Second of Springfield
 Defendant in a Plea of the Case for that S^d John at Claremont to wit Warner
 at Northampton on March 12th 1795 by his Note for Value rec^d & pro- Jan 13. 1796
 mised the P^{ty} to pay him twenty eight Dollars & eighty two Cents on
 Demand with Interest Yet the P^{ty} requested the S^d John hath
 never paid the same but neglects it to the Damage of S^d Society
 Forty Dollars - The P^{ty} appears and the Def^t the three Times called
 to come into Court makes Default of Appearance here Wherefore
 it is considered by the Court that S^d Society do recover against
 the said John Thirty Dollars & twenty five Cents Damages and
 Costs of Suit taxed at 5 Dollars & 66 Cents Ex^{mp} Jan 21. 1796

Alexander Field of Longmeadow in the County of Hampshire yeoman Field
 vs. Gideon Thibbe of the same Longmeadow Gent^l Def^t in a
 Plea of the Case for that S^d Gideon at Longmeadow aforesaid on
 November 20th 1795 by his Note for Value rec^d & promised the Jan 14. 1796
 P^{ty} to pay him or Order One hundred twenty three Dollars and
 sixty eight Cents on Demand with Interest Yet S^d Gideon the
 requested has never paid the same but neglects it to the Damage
 of S^d Alexander One hundred & sixty Dollars - The P^{ty}
 appears & the Def^t the three Times failed to come into Court
 makes Default of Appearance here Wherefore it is considered
 in the Court that said Alexander do recover against the said
 Gideon One hundred twenty four Dollars & twenty three Cents
 Damages & Costs of Suit taxed at Five Dollars 15th Cents
 Ex^{mp} Jan 21. 1796

Alexander Pliff of Springfield in the County of Hampshire Pliff
 vs. William Taylor Gent^l of Springfield in the County of
 Hampshire Def^t in a Plea of the Case for that S^d William Taylor
 at Springfield aforesaid on November 25 1793 by his Note & Taylor Jan 15. 1796
 for Value rec^d & promised the P^{ty} to pay him or Order Five
 pounds & eight pence equal to sixteen Dollars & seventy eight Cents
 on Demand with Interest Yet the P^{ty} requested said
 William hath never paid the same but neglects it to the Dam-
 age of S^d Alexander Thirty Dollars - The P^{ty} appears & the
 Def^t the three Times failed to come into Court makes Default
 of Appearance here Wherefore it is considered by the Court that
 said Alexander do recover against S^d William Eighteen Dollars
 & twenty two Cents Damages & Costs of Suit taxed at 4 Dollars
 & 35 Cents Ex^{mp} Jan 21. 1796

Samuel Hinckley of Northampton in the County of Hampshire Hinckley Es^r
 vs. Rufus Lyman of West Hampton in P^d County, the
 man Def^t in a Plea of the Case for that S^d Rufus aforesaid Jan 18. 1796
 at Northampton on June 6th 1794 by his Note for Value rec^d & pro-
 mised S^d Samuel to pay him or Order four pounds & eleven
 shillings equal to fifteen Dollars & seventeen Cents on Demand
 with Interest Yet S^d Rufus the requested has never paid the
 same but neglects it to the Damage of S^d Samuel Twenty Dollars
 The P^{ty} appears & the Def^t the three Times failed to come into Court
 makes Default of Appearance here Wherefore it is considered by
 the Court that said Samuel do recover against S^d Rufus Sixteen
 Dollars & sixty seven Cents Damages & Costs of Suit taxed at Three
 Dollars & 35 Cents Ex^{mp} Feb 11. 1796

Obeniah Frothingham of Dover in the County of New Hampshire vs. Brothkingham
 Justin Farnsworth of South Hampton in the County of Hampshire vs. Brothkingham
 in a Plea of the Case for that said Justin aforesaid at Northampton on
 August 23 1794 by his Note for Value rec^d & promised the P^{ty} to pay Jan 20 1796

from twenty two pounds lawful Money (equal to seventy three Dollars thirty three Cents & three mills) on Demand with Interest & also for that S^r Justice at S^r Northampton on December 28th last was indebted to the P^{ty} in another Sum of five Dollars for so much Money of him S^r Bonner & to his Use by S^r Justice then before that Time had received & being so indebted then & there promised the P^{ty} to pay him the same Sum on Demand & yet S^r Justice tho often requested hath not paid said Sums but neglects it to the Damage of S^r Bonner One hundred Dollars — The P^{ty} appears & the Def^t the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that S^r Bonner do recover against the S^r Justice Eighty two Dollars & forty four Cents Damages & Costs of Suit taxed at 10 Dollars & 27 Cents — Whereupon the S^r Justice by John Taylor Gent his Att^y comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton & prays on the last Tuesday of April next & he recognizes with Justice for S^r Justice, prosecuting his Appeal with Effect &c.

Inhab^t of Chester
Syer
Jan 21 1796.

The Inhabitants of the Town of Chester in the County of Hampshire P^{ty} vs. William Syer of the same County, Gent^l Def^t in a Plea de as is set forth in the Declaration on File — The P^{ty} being three Times called are Nonsums the Def^t defaulted and the Action is dismissed

Publer
Drought
Jan 23 1796

Daniel Publer of Northampton in the County of Hampshire Trades P^{ty} vs. Josiah Drought of Williamsburgh in the same County Gent^l Def^t in a Plea of the Case for that S^r Josiah at S^r Northampton on March 25th last by his Note for Value rec^d & promised said Daniel to pay him on Order on Demand Thirty five pounds one shilling & six Pence (equal to one hundred & sixteen Dollars & 04 Cents) with Interest — Yet said Josiah tho requested hath not paid the same but neglects to the Damage of S^r Josiah Two hundred Dollars — The P^{ty} appears & the Def^t the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that S^r Daniel do recover against S^r Josiah One hundred twenty two Dollars & forty seven Cents Damages & Costs of Suit taxed at 3 Dollars & 35 Cents —
Executed Feb^y 11 1796 —

Pearson
Coomes
Jan 27 1796

John Pearson of South Hampton in the County of Hampshire P^{ty} vs. Thomas Coomes of the same County, Gent^l Def^t in a Plea de as is set forth in the Declaration on File &c. The P^{ty} being three Times called is Nonsums the Def^t defaulted & the Action is dismissed

Young
Cabbell
Jan 30 1796

David Young of South Hampton in the County of Hampshire P^{ty} vs. Thomas Cabbell of Sherburne in the County of Worcester Passenger Del^y gave a Receipt for one Coat of Thomas at S^r South Hampton on February 23rd last by his Note for Value rec^d & promised said David to pay him on Order Twenty pounds & 10⁰⁰ meaning sixty six Dollars & thirty four Cents) on Demand with Interest & yet said Thomas tho requested hath not paid the same but neglects it to the Damage of said David One hundred & twenty Dollars — The P^{ty} appears & the Def^t the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that S^r David do recover against the said Thomas Twenty & a half & thirty three Cents Damages & Costs of Suit taxed at 7 Dollars & 20 Cents —
Executed Feb^y 29 1796

Thoswell Shafel of Deerfield in the County of Hampshire yeoman Defendant
Solomon Anderson of the same Deerfield yeoman Plaintiff
The Case for that Solomon of Deerfield on February 1st last by
his Note for Value rec^d promised 1st Thoswell to pay him Seven
pounds Ten shillings (equal to twenty five Dollars) on or before Jan^{ry} 3rd 1796
May 1st then with Suborn Jst & Solomon the requested
he has never paid the same but neglects it to the Damage of 1st
Thoswell thirty Dollars - The Pl^{ff} appears & the Deftnd has three
Times called to come into Court under Default of Appearance
here Wherefore it is considered by the Court that the 1st Thoswell
do recover against the 1st Solomon Twenty six Dollars & forty four
Cents Damages & Costs of Suit taxed at 5 Dollars & 56 Cents
By Court Jan 22 1796

Jonathan Woodbridge of Worthington in the County of Hampshire
Shue Allst Law Pl^{ff} vs Graph Sexton of Dartmouth in
the County of Berkshire Tailor Deftnd in a Plea of the Case for
that Graph at Worthington aforesaid on September 19th last by
his Note for Value rec^d promised one Aaron Summ^{rs} to pay
him or Order eleven Dollars & ninety three Cents on Demand with
Interest and afterwards on the same day Pl^{ff} Aaron by his Indors
ment on the same Note ordered the Contents thereof to be paid
to the Pl^{ff} the said Graph then & there in Consideration thereof
affirmed on him self & promised the Pl^{ff} to pay him the
same accordingly - and also for that whereas 1st Graph at Wor
thington aforesaid on April 10th was justly indebted to the Pl^{ff}
with the Sum of thirteen shillings (equal to two Dollars & seven
Cents) for so much Money then before that Time had &
received & then & there in Consideration thereof, promised the
Pl^{ff} to pay him the same by September 1st then with 1st Graph
the requested has not performed either his promising aforesaid
but neglects it to the Damage of said Jonathan thirty Dollars

Timothy Meach of Worthington in the County of Hampshire
Gen^l & Deputy Sheriff Pl^{ff} vs Robert Henry yeoman & as a
Burglar yeoman both of Middlefield in the County of
Hampshire Deftnd in a Plea of the Case for that 1st Robert & Lisa
a Middlefield aforesaid on May 1st last by their Note for
Value rec^d promised 1st Timothy to pay him eight pounds
& seven shillings & five pence L^{ts} equal to 28 Dollars & 56 Cents
& six mills to be paid by October 1st then with with Suborn
Jst & Robert & Lisa the requested have not paid the same but
neglects it to the Damage of 1st Timothy sixty Dollars -
The Pl^{ff} appears & the Deftnd has three Times called to come into Court
under Default of Appearance here Wherefore it is considered by
the Court that the 1st Timothy do recover against the 1st Robert &
Lisa Twenty nine Dollars & seventy nine Cents Damages & Costs
of Suit taxed at 5 Dollars & 10 Cents - By Court Jan 20. 1796

Jonathan Woodbridge of Worthington in the County of Hampshire
Allst Law Pl^{ff} vs Dales Burgess of Cheshire in the same County Deftnd
in a Plea of the Case for that 1st Dales at Worthington
aforesaid on August 29th last by his Note for Value rec^d promised
the Pl^{ff} to pay him Six pounds four shillings & six pence equal
to twenty Dollars & seventy five Cents on Demand with Suborn
Jst & Dales the requested has never performed his promise
but neglects it to the Damage of 1st Jonathan Sixty Dollars
The Pl^{ff} appears & the Deftnd has three Times called to come into Court
under Default of Appearance here Wherefore it is considered by the
Court that 1st Jonathan do recover against 1st Dales twenty one Dollars
& seventy five Cents Damages & Costs of Suit taxed at 4 Dollars & 54
Cents - By Court Jan 20. 1796

Ingersol
Hemington
Jan^{ry} 1796

Charles Ingersol of Westfield in the County of Hampshire yeoman
Plff vs Josiah Hemington of the same Westfield yeoman Deft on
in & Pla of the Case for that Josiah & Co Debts on January 2
1794 by his Note for Value recd & promised the Plff to pay him six
pounds (equal to twenty Dollars to be paid in good merchantable
new cattle pork or Grain at the market price at or before Dec
ember 1st then next with Interest Yet Josiah the aforesaid Raths
never paid the same but neglects it to the Damage of sd Charles
forty Dollars The Plff appears & the Deft the Plff's former
calle wth to come into Court on other Default of appearance here
therefore it is considered by the Court that sd Charles do recover against
said Josiah twenty one Dollars & twenty five Cents Damages
& Costs of Suit taxed at 4 Dollars & 65 Cents

Ex^{ra} p^{ro} Jan^{ry} 23rd 1796.

Flower
Hemington
Jan^{ry} 1796

General Note of the Court in the County of Hampshire
In & Pla of the Case for that Josiah & Co Debts on January 2
1794 by his Note for Value recd & promised the Plff to pay him six
pounds (equal to twenty Dollars to be paid in good merchantable
new cattle pork or Grain at the market price at or before Dec
ember 1st then next with Interest Yet Josiah the aforesaid Raths
never paid the same but neglects it to the Damage of sd Charles
forty Dollars The Plff appears & the Deft the Plff's former
calle wth to come into Court on other Default of appearance here
therefore it is considered by the Court that sd Charles do recover against
said Josiah twenty one Dollars & twenty five Cents Damages
& Costs of Suit taxed at 4 Dollars & 65 Cents

Joseph
Temple
Jan 28 1796

Joseph Jefferson of Buckland in the County of Hampshire
Plaintiff vs Stephen Temple of the same Buckland Town in
County of Hampshire by them made & into a judgment &c
According to the Statute in that behalf made &c. The
Referee by him chosen was sent into Court then seated &c
after hearing the Parties in their several Pleas proofs & Allegations
& maturely considering the same do award & determine that
the said Joseph recover against the said Stephen Jacksoned and
seven Dollars & 60 Cents Damages & legal Costs taxed at three
Dollars & 50 Cents. Saml. Torrey Clerk of the Court
said award is upheld and it is considered by the Court
that the said Joseph do recover against the said Stephen one hundred seven
Dollars & 50 Cents Damages & Costs of Suit taxed at seven
Dollars & 50 Cents. Ex. p. Law 28 1796

Wall
Jan 28 1796

Calvin Lavel of Ashfield in the County of Hampshire Plaintiff
vs Sarah Washburn of Hadley in the County of Middlesex
in a Plea of the Law for that Sarah at Ashfield a parcel
on June 20 1794 of and that she delivered to Calvin
a parcel of land in Ashfield Town, Maine, ten Acre &c. The
reason equal to that two Acres in Ashfield 1794
with Sarah's title, and that said Sarah the parcel was
improved the same but equal to the Damage of 10
Dollars & 50 Cents. The Plaintiff appears in the Court
and says that he came into Court and for the said
of the same law. The Court is ordered by the
Court that Calvin do recover against Sarah
Thirty eight Dollars & 50 Cents legal Damages
& Costs of Suit taxed at 4 Dollars & 50 Cents
The Court is ordered by the Court that Calvin
do recover against Sarah the same law. The Court
is ordered by the Court that Calvin do recover against
Sarah the same law. The Court is ordered by the Court
that Calvin do recover against Sarah the same law.

Allen
Jan 27 1796

Allen vs Allen
The Court is ordered by the Court that Allen
do recover against Allen the same law. The Court
is ordered by the Court that Allen do recover against
Allen the same law. The Court is ordered by the Court
that Allen do recover against Allen the same law.
The Court is ordered by the Court that Allen
do recover against Allen the same law. The Court
is ordered by the Court that Allen do recover against
Allen the same law. The Court is ordered by the Court
that Allen do recover against Allen the same law.

Review
Jan 86 1796

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Larue
Cook
Jan 10 1796

David Larue of Hampshire the County of Hampshire yeoman
vs Martin Cook of Hampshire in the County of Hampshire yeoman
I the said Martin Cook by his wife for that P. Larue a Plaintiff on December
10th 1795 by his wife for Value received promised P. Larue to pay
him or order Ten pounds ten shillings equal to thirty five P. L
but on or before November 1st 1795 was not with the Plaintiff yet
said Martin. The case is at law and the Plaintiff is entitled to
but neglects it to the Plaintiff's damage of 5 Pounds thirty five Dollars
The Plaintiff appears at the 1st of the Plaintiff's time called to come into
Court under Default of appearance and wherefore it is ordered
and by the Court that the Plaintiff do move against the Defendant
within thirty days to recover a seventy eight Cents & damages for
costs here and so forth &c. & Costs
Ex. p. Jan 21 1796

James Threlkeld of Hampshire the County of Hampshire yeoman
vs Thomas Threlkeld of Hampshire in the County of Hampshire yeoman
I the said Thomas Threlkeld by his wife for that P. Threlkeld a Plaintiff
on December 10th 1795 by his wife for Value received promised P. Threlkeld to pay
him or order Ten pounds ten shillings equal to thirty five P. L
but on or before November 1st 1795 was not with the Plaintiff yet
said Thomas. The case is at law and the Plaintiff is entitled to
but neglects it to the Plaintiff's damage of 5 Pounds thirty five Dollars
The Plaintiff appears at the 1st of the Plaintiff's time called to come into
Court under Default of appearance and wherefore it is ordered
and by the Court that the Plaintiff do move against the Defendant
within thirty days to recover a seventy eight Cents & damages for
costs here and so forth &c. & Costs
Ex. p. Jan 25 1796

Brewster

Benjamin Brewster of Hampshire the County of Hampshire yeoman
vs Benjamin Brewster of Hampshire in the County of Hampshire yeoman
I the said Benjamin Brewster by his wife for that P. Brewster a Plaintiff
on December 10th 1795 by his wife for Value received promised P. Brewster to pay
him or order Ten pounds ten shillings equal to thirty five P. L
but on or before November 1st 1795 was not with the Plaintiff yet
said Benjamin. The case is at law and the Plaintiff is entitled to
but neglects it to the Plaintiff's damage of 5 Pounds thirty five Dollars
The Plaintiff appears at the 1st of the Plaintiff's time called to come into
Court under Default of appearance and wherefore it is ordered
and by the Court that the Plaintiff do move against the Defendant
within thirty days to recover a seventy eight Cents & damages for
costs here and so forth &c. & Costs
Ex. p. Feb 11 1796

said premises & said David on May 1st last & s^d David did not within
one month next after s^d Demand made set out her Down or third part
in the same but refuses to do it & so to her Damage one hundred & fifty
Dollars — The Pleff appears & the Defth the three Times called to come
into Court makes Default of appearance here whereupon it is consider
ed by the Court that s^d Margaret do recover against s^d David Judgt^r
for her Down in the demanded premises, & two Dollars for her Dam
ages for the Detention thereof & Costs of Suit taxed at 4 Dollars & 90 Cents
Writ of Habeas Corpus Jan^y 20 1796 —

French
v
Parks

Jan 14 1796

Arson French of Southwick in the County of Hampshire Yeoman
& Roland Parks of Westfield in the same County Gent^l Parties in
a Plea of the Case by them entered into & acknowledged according
to the Statute in such Case provided — The said Parties appear &
the Pleffs by them chosen viz Samuel Mathew & Samuel Howorth
Philip Southwell now send into Court their Award viz that the s^d
Arson do recover against s^d Roland twenty one pounds four shillings
& six pence Debt or Damage & Costs of which now pending in the
Supreme Court Three pounds ten shillings one penny & the Costs of
this Pleff being one pound ten shillings — which said
Award is accepted & it is considered by the Court that s^d Arson
do recover against the s^d Roland Eighty two Dollars & forty three
Cents Damages & Costs of Court & Pleff taxed at 8 Dollars
& 00 Cents —
Ex^{hib} Jan^y 20 1796 —

Pyron
v
Totman

Jan 18 1796

Abraham Lyon of Pelham in the County of Hampshire Tradesman George
Totman of Plymouth in the same County yeoman alias Blacksmiths Parties
in a Plea of the Case for that s^d George at Wilbraham in P^r County on
February 20th 1794 by his Note for Value rec^d promised s^d Pyron
to pay him or Order six pounds five shillings lawful money equal
to 20 Dollars & 03 Cents) our Demand with interest of s^d George
he requested has never paid the same but neglects it to the Dam
age of said Pyron forty dollars — The Pleff appears & the Defth
the three Times called to come into Court makes Default of appear
ance in Court — wherefore it is considered by the Court that
the said Pyron do recover against s^d George Seventeen dollars & forty
two Cents Damages & Costs of Court taxed at 4 Dollars & 18 Cents
Ex^{hib} Jan 20 1796

Stearns
v
Fellon

Jan 20 1796

Thomas Stearn of New Salem in the County of Hampshire yeoman
Pleff v Roberts Fellon the same New Salem Yeoman Defth in a
Plea of the Case for that s^d Roberts at s^d New Salem on October
1st 1794 by his Note for Value rec^d promised s^d Thomas as to pay
him the Value of four pounds four shillings (equal to fourteen
Dollars) in weak Stock at each price in one year with sub
eust for the same till paid Yet s^d Roberts the often argues
he has never paid the same but neglects it to the Damage
of said Thomas twenty Dollars — The Pleff appears & the Defth
the three Times called to come into Court makes Default of
appearance here wherefore it is considered by the Court that the
said Thomas do recover against the s^d Roberts fifteen Dol
lars & eight Cents Damages & Costs of Suit taxed at 4 Dollars
& 90 Cents —
Ex^{hib} Jan^y 20 1796 —

Joseph Perry of New Salem in the County of Hampshire yeoman Deputy Sheriff
 vs. Consider Cushman of Montague in the County of Hampshire yeoman Deft. in a Plea of the Case for that Consider Cushman
 on Montague on July 15 1794 by his Note for Value recd. from said Perry to pay him five pounds lawful money equal to seventeen dollars & sixty seven cents) in past Gold & Cash price
 on or before March 1st then next with Interest Yet Consider the requested has never paid the same but neglects it to the
 Damage of Joseph fifty Dollars - The Plea appears & the Deft. the three Times called to come into Court makes Default of
 Appearance here - Wherefore it is considered by the Court that S^r Joseph do recover against S^r Consider Seventeen dollars
 Eleven Cents Damages & Costs of Suit taxed at 5 Dollars & 4 cents
 Ex^{pt} Jan 20 1796

Oliver Tyler of Randolph in the County of Orange & State of Vermont yeoman
 vs. Nath Morgan of the County of Hampshire yeoman Deft. in a Plea of the Case for that S^r Morgan at S^r Northampton on August 3rd 1793
 by his Note for Value recd. promised the P^{ty} to pay him or Order four pounds (equal to thirteen dollars 33 3/4 cents) - The Interest by August 1st 1794 Yet S^r Morgan the requested
 has never paid the same but neglects it to the Damage of S^r Oliver Twenty Dollars - The Plea appears & the Deft. the
 three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that
 the said Oliver do recover against the S^r Nathaniel thirteen Dollars & twenty nine Cents Damages & Costs of Suit taxed
 at 4 Dollars & 94 cents
 Ex^{pt} Jan 20 1796

John Warner of Granville in the County of Hampshire yeoman
 vs. William Ellis of the same Granville Gent^l Deft. in a Plea of the Case for that S^r William at Granville on April 25th last
 by his Note for Value recd. promised S^r John to pay him or Order Thirty two Dollars & a half by November 25th
 then next with Interest Yet S^r William the often requested has never performed his promise but neglects
 it to the Damage of S^r John fifty Dollars - The Plea appears & the Deft. the three Times called to come into Court
 makes Default of Appearance here - Wherefore it is considered by the Court that S^r John do recover against the said
 William Thirty three Dollars & 92 Cents Damages & Costs of Suit taxed at 5 Dollars & 38 cents
 Ex^{pt} Jan 22 1796

Richard Fally of Montgomery in the County of Hampshire yeoman
 vs. Daniel Rose of the same Granville in the same County now Resided in the County of Hillsdale & State of Vermont yeoman Deft. in a Plea that he render to S^r Richard
 twenty one Dollars & five Cents which to S^r Richard he owes & from him unjustly detained - Whereupon S^r Richard says that at a Justice Court before Samuel Winter Esq^r Just^l at Paris
 at Westfield on April 7th 1794 he recovered Judgment against said Daniel for £5. 6s 4d & 18 1/2 Cents equal to seven
 by Dollars & 75 Cents - whereof S^r Daniel is in arrears which Judgment is in full Force not satisfied or covered, whereby Action accrues to
 Fally
 Rose
 Jan 22 1796

1st Richard to have a demand of ^{sd} Daniel the sum of one hundred
 with 1/4 more for one year with interest upon ^{sd} Daniel
 the request has never paid the same but neglects it to the
 Damage of ^{sd} Richard fifty dollars — The ^{sd} Plaintiff appears
 the 1st time called to come into Court makes ^{sd} Plaintiff
 appear and here wherefore it is considered by the
 Court that ^{sd} Richard do recover against ^{sd} Daniel
 Twenty three Dollars & thirty eight Cents Debt & Costs of Suit
 taxed at 5 Dollars & 4 Cents — Exec. of Jan 22 1796 —

~ arkin
 21
 Junger & al Ex^r
 Jan 13 1796

Moses Larkin of Granville in the County of Hampshire Yeoman
 Abraham Junger as Executor of the last Will of Deborah
 Leavenworth late of ^{sd} Granville dec'd & Lydia Leavenworth
 of ^{sd} Granville Widow Parties in a Plea of Reprieve by them
 entered into & acknowledged according to the Statute in
 such Case provided — The said Parties appear in Court
 & the Pleas by them chosen viz Tim^o Robinson John Harr
 & John Phelps now send into Court their Verdict viz
 That ^{sd} Moses recover of ^{sd} Abraham in his ^o Capacity twenty
 six Dollars & sixty six Cents Damages, but nothing against
^{sd} Lydia — which ^{sd} Verdict is accepted — And it is consider
 ed by the Court that ^{sd} Moses do recover against ^{sd} Abraham
 as Executor aforesaid Twenty six Dollars & sixty six Cents
 Damages & Costs of Court taxed at 4 Dollars & 30 Cents
 Exec. of Jan 22 1796 —

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The Plaintiff appears and the Deft the Three Times called to come into Court and
 his Defect of Appearance here - Wherefore it is considered by the Court
 that the Plaintiff do recover against the Deft One Hundred & thirty eight 3/4
 Shillings & Costs of Suit taxed at 5 Dollars & 27 Cents
 Ex. p. Jan 21. 1796

Mason Solomon of Newmarket in the County of Hampshire yeoman Plaintiff
 against William Pettengill of Littleboro in the County of Nottingham
 Lincoln yeoman Deft and with a Petition that the Court should
 Northampton on December 26th last being exhibited to the Court
 the sum of five pounds & six shillings & six pence and to some
 five Dollars & thirty eight Cents amounting to the sum of money
 to the Deft, then a Petition in Consideration thereof presented to the Court
 to pay him the same Sum or Demand of the Plaintiff William the Deft
 asked has ever paid the same but neglects it to the Damage
 of said Solomon thirty Dollars The Plaintiff appears and the Deft the Three
 Times called to come into Court and makes Defect of Appearance
 here Wherefore it is considered by the Court that the Plaintiff
 do recover against the Deft William the sum of One Hundred & thirty eight 3/4
 Shillings & Costs of Suit taxed at 5 Dollars & 27 Cents
 Ex. p. Jan 21. 1796

Solomon Bond of Plainfield in the County of Hampshire yeoman Plaintiff
 against Thomas Bond of Plainfield in the County of Hampshire yeoman Deft
 by his Note for 100 pounds & 10 shillings & 6 pence & 10 pence
 that the Plaintiff yeoman Deft in and to the Court
 that the Plaintiff at Plainfield asked on February 16th 1795
 by his Note for 100 pounds & 10 shillings & 6 pence & 10 pence
 to pay him the same Sum or Demand of the Plaintiff
 equal to twenty five Dollars & seventy Cents & some small
 Remainder with Interest & the Deft Bond the requested has
 not paid the same but neglects it to the Damage of said
 Solomon fifty Dollars The Plaintiff appears and the Deft the
 Three Times called to come into Court and makes Defect of
 Appearance here - Wherefore it is considered by the Court
 that the Plaintiff do recover against the Deft Bond
 twenty five Dollars & some seven Cents & some small
 Remainder with Interest & Costs of Suit taxed at 5 Dollars & 27 Cents
 Ex. p. Jan 21. 1796

Solomon Parsons of Goshen in the County of Hampshire yeoman Plaintiff
 against Amos Lamp of Windsor in the County of Berkshire yeoman Deft
 as he of the last for that the Plaintiff and the Deft on April 9th last by his
 Note for Value recd promised the Plaintiff to pay him or Order twenty
 four pounds & 10 shillings on or before October 1st next with Interest
 & the Plaintiff asks that the Plaintiff is equal to eighty dollars & some
 the requested has never paid the same but neglects it to the Damage
 of said Solomon One Hundred & thirty dollars - The Plaintiff appears
 & the Deft the Three Times called to come into Court and makes Defect of
 Appearance here Wherefore it is considered by the Court that
 the Plaintiff do recover against the Deft Amos

Shower
21
William Williston
Jan 147 1796

Pupel Williston of Stamford in the County of Hampshire Gent^l P^lff^r vs
Consider Williston of Suffolk in the County of Hartford & State of
Connecticut yeoman Rhoda Williston widow of^d Suffolk and
William Williston of^d Suffolk yeoman Adm^r on the Estate of Consider
Williston late of^d Suffolk deceased (Defts in a Plea de as is set forth
in the Declaration on File) The P^lff appears & the Deft also
comes & objects to the Verdict of the Verdict. The Court having consider
ed thereof do adjudge the Verdict ~~of the Verdict~~ is not good and
therefore this Case is dismissed

Dunham
21
Munger
Jan 148 1796

Humbly shews Daniel Dunham that at a Court before Joseph
Browning Esq^r Just^l Pac^l on December 31. 1795 he recovered a Verdict
against Samuel Munger Jun^r for 3 Dollars & fifty Cents
Damages & Costs of Suit taxed at 3 Dollars & 14 Cents from which
Judgment said Samuel appealed to this Court. but has failed
to prosecute the same said Daniel therefore prays additional Dam
ages & Costs. Whereupon it is considered by the Court that the
said Daniel do recover against the s^d Samuel for Dollars and
fifty Cents Damages & Costs of Suit taxed at 3 Dollars & 14 Cents
Exon^r Jan 23 1796

Living
21
Hough
Jan 149 1796

Abner Living & Elyah Hough Partners in a Trade of Reframe
by them entered into and acknowledged according to the Statute
in such Case made & provided. The Plaintiff part of
the Reframe by them chosen was Isaac Port & Paul Fowler now
sent into Court their demand viz That s^d Elyah is indebted
& shall pay to s^d Abner Eight pounds sixteen shillings & 3
two pence Debt & one pound two shillings & six pence
Costs of Reframe. Which s^d demand is accepted and it
is considered by the Court that s^d Abner do recover against s^d
P. Elyah Twenty nine Dollars & thirty six Cents Damages &
Costs of Court & taxed at 7 Dollars & 81 Cents
Exon^r Jan 20 1796

William Williston
21
Jan 150 1796

Humbly shews Daniel Smith Esq^r Administrator of Estate
of Warren True late of Pelham town in the County of Hampshire
dec^d that the Debt due from s^d Estate exceed the personal Es
tate now in the hands of s^d Adm^r. One hundred twenty one
Dollars & six & two Cents. in therefore prays he may have leave
to sell so much of the Real Estate of s^d Dec^d as will pay the
Debt & Costs of Sale & Which said Petition being
read together with a Certificate of the Judge of Probate of Will. sh.
in said County confirming the same. It is by the Court
thereupon considered that the Administrator aforesaid be & he here
by is empowered to make Sale of so much of the Real Estate of
the s^d Warren True dec^d as shall produce the sum of one
hundred forty nine Dollars for the purposes aforesaid, he having
first advertised the Sale aforesaid in the Hampshire Gazette
for three Weeks previous thereto; & other were observing the laws
relative to such Sales

Thomas
21
Jan 151 1796

Thomas Hanson of Wethersfield in the County of Hartford &
late of Connecticut Gent^l P^lff^r vs Elisha Porter of Hadley
in the County of Hampshire Esq^r & Sheriff of the s^d County of
Hampshire Deft in a Plea of the Case as is at large set forth
in the Declaration on File. The Deft appears & the Deft the three
Times called to come into Court makes Default of appearance here
wherefore it is considered & by the Court that s^d Thomas do recover

23.

Marshall's Alm.
Pet. for sale
Jan 152, 1796

At. Robt. Buck Co.

Hampshire Co

At the Court of Common Pleas holden at Northampton in & for the County of Hampshire on the third Tuesday of May being the seventeenth day of said month & from day to day to the 26th day of the same month Anno Domini 1796

Justices of the said Court present

Cleared Porter Esq^rJohn Ship Esq^rSamuel Mather Esq^r

Jury of Trials

Gideon Dickinson Town^{sh} Jur.Theodore King West^hLevi Clapp East^h

Thomas Hammy Ash.

Jacob Spafford Buck.

Hubbard Benjamin Mount.

Isaac Moor Gates Orange

William Bruce Fair

Barbara Burton New^h

David Gould West.

Jon^h Field on after 1st Capt. East.Oliver Collins dismissed 4 d. more^h SprSimon Clapp Esq^r sworn on 4 d. M. N^oJoseph Whitney from Shelburne no claim returned, he was put on by 12th day of 1st day - after examined

Consider motion Whatley dismissed 1 d.

Amos Abbot Hadley dismissed

James King Pelham dismissed

Moses Robbins Litch dismissed

Trials
3^d day Lapham vs Phelps
4^d d. Learned vs Wright
5^d d. Palmer vs Bailey
d. - Lincoln vs Cleland &c

Robert Watson of Spenser in the County of Worcester Petitioner vs John Walker of Hadley in the County of Hampshire Defendant
Def^t in a Plea of Trespass on the Case for that whereas the said Walker John at Hadley appeared on the first day of April in the 1st 126. 1793 year of our Lord Seventeen hundred eighty five in Court and acknowledged that he had there before that time received of one Thomas Bell twenty two bushels of good merchantable Corn of the Value as the Petitioner of four shillings each bushel the 1st party of the Pet^r for the use of the Pet^r then & there delivered promised the Pet^r that he would pay him therefor what the same Corn was reasonably worth on Demand now the Pet^r in Court saith that the same Corn was reasonably worth the Sum of four shillings each bushel of all which the said John was then & there well knowing of he hath never paid the same the three aforesaid on the same day was requested but neglected to do the Damage of the Pet^r Watson Ten pounds

This Cause was entered in the Court at the Term thereof the 3^d Tuesday of January A D 1793 when the Pet^r appeared by William Coleman Gent^l his Att^y & the Def^t by John O. Porter Gent^l his Att^y & they agreed to refer this Cause to the Determination of Samuel Barnard Esq^r John Mather Esq^r & Ben Smith the Award of them or any two of them to be final to be returned into the Court & judgments to be made up and Executed according to ~ And thereupon this Cause was continued

under the Rule aforesaid untill the next Term of this Court the third Tuesday of May next & from thence from Term to Term untill the third Tuesday of September Anno Domini 1795

At which Time the said Parties appeared & the Court moved that the foregoing Rule of Reference by them entered into may be discharged — and it was considered by the Court that the Rule aforesaid be discharged & that the said Parties have Day in Court untill the second Tuesday of November then next —

At which Time the Plaintiff appeared by his Att^y aforesaid & the Defendant by his said Att^y moved & depends the Issue & Verdict when he says he never promised the Plaintiff in Manner & Form as he in his Declaration against him has alleged & of this he puts himself on the Country for Trial — And the Plaintiff likewise.

Whereupon the Issues of the Jury according to the Form Form and Effect of the Statute in such Case made & provided at this Time returned & recommended being demanded likewise come here to say the Jurors concerning the premises being sworn to try the Issue declare upon their Oath that they find the Defendant promised in Manner & Form as set forth in the Declaration & a just Damages for the Plaintiff at fifteen dollars & sixty one cents — Whereupon the Plaintiff by his Att^y moves in Arrest of Judgment — and the Defendant agreeing to a Continuance of the Case, it is accordingly continued from Term to Term to the third Tuesday of May A.D. 1796

And now at this Time the said Parties again appear by their respective Att^{ys} & the aforesaid Motion in Arrest of Judgment being now fully heard & considered the Court are of Opinion that the Matters contained in the Plaintiff's Declaration are insufficient in Law & that though not to have or maintain his Plea & that Judgment therefore in this Case be arrested

Whereupon the Plaintiff by his said Att^y appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of September next & he recognises with Sureties as the Law directs for & Roberts prosecuting his said Appeal with Effects as by & the Recognizance on File does appear

Wolworth
Bernard
Jan. 77. 1794

Elijah Wolworth of Westfield in the County of Hampshire Joiner Plaintiff vs. David Bernard of Granville in the same County Defendant
Defendant in a Plea of this case on the Case as is at large set forth in the Declaration on File; which Action was entered in this Court at the Term thereof the third Tuesday of January Anno Domini 1794 & from thence continued from Term to Term to the Time & now at this Time neither Party the true Issues veraciously called appear in Court & therefore this Action is dismissed

Lyman & al Adm^{rs}
Porter Esq^r
Jan 38 1796

Joseph Lyman Esq^r & John Ingersol Gent^l both of Westfield in the County of Hampshire Administrators on the Estate of John Ingersol late of Westfield Esq^r deceased Plaintiff vs. Warham Parks of Westfield aforesaid Esq^r Defendant
Defendant in a Plea that the said Warham Parks tender to the said Administrators one thousand five hundred pounds Landed & to be received from them to completely satisfy for this to wit

that whereas the said Warham on the twenty ninth day of July in the year of
 our Lord One thousand seven hundred & eighty three at Westfield aforesaid
 by his certain Writing obligatory sealed with the seal of the said Warham & in
 Count to be produced that Date whereof is the term Day 2 years above said
 acknowledged himself to be held & firmly bound & obliged to the
 John Sugrout Esq^r who was then in full Life in the sum of
 One thousand five hundred pounds lawful money to be paid to
 the said John Sugrout & whom he should be lawfully requested
 of the said Warham the requested by the said John in his Life Time
 & by the said Administrators since the Decease of the said John now not paid
 the same but neglected it to the Damage of the said Administrators
 five hundred pounds. This action was commenced at the
 Term of the Court the second Tuesday of January the second 1795
 & from thence continued from Term to the first Tuesday of September
 1795 When the said Parties appeared & agreed to refer this Case to the
 Determination of Messrs. John & John Esq^r & Lemuel P. Parson Esq^r
 the Award of them or any two of them to be final to be returned into
 the Court Judgments to be made up & soon speed accordingly
 & from thence this Case was continued from Term to this Time
 And now at this Time the said Parties appear & the Expenses now
 send into Court their Award viz. Award determine
 that the said Warham within three months from April 10. 1796
 make & execute to the said Administrators for the Benefit of the
 Creditors sufficient Deed or Deeds & Conveyances of all his right
 Interest or Estate in & unto the Lands & Real Estate hereafter described
 in the Deed referred to in the Condition of the Bond delivered on
 from the said Sugrout Esq^r & to the said Parties Esq^r viz. the Town &
 Homelot whereon the said Deed lived lying on the easterly side of the
 high way & bounding Easterly thereon said to contain about
 seven ten Acres subject however to the Widow of the Deceased
 her Life Estate therein which said Deed conveyed thereon
 & the Rents received in Law of & in Satisfaction of her
 right of Dower in the whole of the Lands conveyed to said
 Parties by the said John Sugrout deed & also six Acres on the easterly
 side of the Lot lying in the meadow on the north side of
 the high way leading from the said Sugrout to the Town & bound
 ing South thereon & north on Westfield River west as Barons
 Thong Land & East on the residue of the Lot owned by said
 Parties & in Case of Neglect or Failure of conveyance said Town &
 Homelot & said six Acres of land within said Term of three
 months as aforesaid that said Warham Parties pay to said
 Administrators in said Capacity the sum of their fees ten
 and thirty three dollars & thirty three Cents & that they have &
 recover the same of said Parties accordingly & that said Parties
 bear their own Costs & a Copy of said Conveyance to be filed
 with the Clerk of the Court within said Term & then no
 Expense to a fine Messrs. John & John Esq^r & Lemuel P. Parson Esq^r

which said Award being read & considered is accepted by the
 Court

Whereupon the Administrators aforesaid acknowledge the
 Receipt of the Conveyance aforesaid in full Satisfaction
 of the Award & Judgments thereon

Trowbridge Adm^r
Chapin
May 7th 1795

David Trowbridge of Worthington in the County of Hampshire Hatter
Administrator on the Estate of Joshua Lamp Woodbridge late of
Northfield in s^d County Gent^l died Sept^r 18. Perce Chapin of Granby
in said County Physician Deft^r in a Plea of the Case for that s^d Perce
at Boston via at Northampton appeared on May 6th 1790 by
his Note for Value recd promised s^d Joshua then alive to pay him
Twenty pounds on Demand with Ten yds s^d Perce the requested
has never performed his promise but neglected to the Damage
of said David as he wants forty pounds ~ This Action was
entered in this Court at May Term 1795 & continued from
Term to Term to this Time ~ The Deft^r appears at the Deft^r
the three Times called neither Default of Appearance in Court
wherefore it is considered by the Court that s^d David in his
Capacity appeared do recover against s^d Perce Eighty seven
Dollars & seven Cents Damages & Costs of Suit taxed at Sixteen
Dollars & 23 Cents & Costs of s^d David
Execut^r May 28 1796

Laphin
Barnard
May 12th 1795

Matthew Laphin of Southwick in the County of Hampshire
Plaintiff vs. David Barnard of Granville & Phineas Wolworth
of Granville in the County of Hampshire Deft^r in a
Plea of the Case for that s^d David & Phineas at Southwick appeared
on July 2^d 1794 by their Note for Value recd promised said
Matthew to pay him or Order eleven pounds Lawful money
worth of good merchantable Beef salted at Cash price by Noon
ber 15th then next with Interest ~ yds s^d David & Phineas the
have not ever paid the same but neglected to the Damage of said
Matthew Seven pounds ~ This Action was brought to this
Court at May Term 1795 & continued from Term to Term to this
Time ~ And now the Deft^r appears at the Deft^r the three
Times called to come into Court make Default of Appearance
here wherefore it is considered by the Court that s^d Matthew
do recover against s^d David & Phineas
Damages & Costs of Suit taxed at

Wolworth
Barnard & Laphin
May 18th 1795

Phineas Wolworth of Granville in the County of Hampshire Plaintiff
vs. David Barnard late of s^d Granville of Granville & Phineas Miller
in Granby Town & Factor of said David Deft^r in a Plea of the
Case for that s^d David at said Granville on January 3rd last
was indebted to said Phineas in the Sum of £8 & 10⁰ for vs
much by s^d Phineas at y^e Request of said David & s^d David then
said said sum expended in consideration of s^d David pro
mised he would pay him s^d Phineas the same Sum on Demand
Also for that s^d David afterwards at s^d Granville on the same
Day was indebted to s^d Phineas in one other Sum of £7 10⁰
£ 10⁰ for the like Sum of Money by s^d David had received to the
Use of said Phineas & being so indebted in consideration thereof
s^d David promised s^d Phineas to pay him the same last sum
which Sum on Demand yds s^d David the requested has not
performed either his promises & appeared but neglected to & has
absconded with the Commonwealth so that he nor his Effects cannot
be come at to be attached, & that Phineas Miller is Agent & Factor
of said David & c. to the Damage of said Phineas Twenty pounds
This Action was commenced at May Term 1795 when the Deft^r appeared
& the Agent appeared also came into Court & was examined in manner
& Term as the Table in such case made default, but the same

having been taken out of the file, is not read to be recorded - after which the case was continued from Term to Term to this time - and now the Plea appears, & the said David also comes into Court by Joseph Lyman Esq^r his Att^y & defends the Whore & Injury done &c and says he never promised & Phineas in William & Thomas as he hath alleged in his Declaration & thereof puts himself out the Country

And the said Phineas reserving a right to waive this Demurrer & to plead anew at the Supreme Court comes & says that the Plea of assaile of the said David is insufficient & that he is ready to verify - and the said David consenting to Reservation says that his Plea of assaile is sufficient & that he is ready to verify - Whereupon all & singular the promises being seen & understood it appears to the Court that the Plea of assaile of David is a full & sufficient answer to the Declaration of the said Phineas, & that as the said Phineas by his Plea of assaile ought to waive nothing - Therefore it is considered that & Phineas by his Plea of assaile do waive nothing but that for his groundless Claim he be in mercy &c And it is then thus considered that said David do recover against the said Phineas his costs in defending this Suit taxed at

Whereupon the said Phineas by John Phelps Esq^r his Att^y appeals from the Judgment of this Court to the Supreme Judge at Court to be holden at Northampton & forward over the fourth Tuesday of September next & he recognizes with sureties for & Phineas prosecuting his Appeal with Effect &c

Nathaniel Bates of Granville in the County of Hampshire Gent^l Plaintiff
vs
Abalom Williams of Plainfield in the same County Gent^l Defendant
in & for of the Case for that s^d Abalom abt Plainfield on April 21st 1792 by his Note for Value rec^d & promised s^d Nathaniel to pay him or Order £6. 15. 6 & s^d m^o on Demand with Interest
Yets s^d Abalom the aforesaid has not performed his s^d promise but neglects it to the Damage of s^d Nathaniel Twenty pounds
This Action was entered at the last May Term & from thence continued from Term to Term to the last November Term when the said Parties appeared & agreed to refer this Case with all Demands and Matters of Controversy to the Judgment of J^{es} Joshua Ashmun & Thomas Burbanks Esq^r & Clark Cooky the two of them or any two of them to be final, to be returned to this Court, Judgment to be made up & Exec^d accordingly - whereupon this Case was then continued under the foregoing Rule from Term to Term to this time - And now the said Parties appear & the Pleas of assaile sent into Court then read over
"That the said Nathaniel have & recover of s^d Abalom Ten Dollars & ninety two Cents Damage & eleven Dollars & eighty six Cents Cost of s^d Expenses & Cost of Court to be taxed by the Court" which said Award is accepted & it is thereupon considered by the Court that the said Nathaniel do recover against s^d Abalom Ten Dollars & ninety two Cents Damages & Cost of Court & the same taxed at \$3. 52 & thereof &c
Exec^d off May 26 1796

Sam^l Cook of New Salem in the County of Hampshire Gent^l Plaintiff
vs
Daniel Phelps of the same New Salem s^d m^o in & for of the Case for that Phelps in the County on July - This Case was entered at May Term 1795
continued to this time - And now neither Party appearing in Court the Action is discontinued
Cook
May 26. 1796

Bennet
at
Stark
Sep. 40 1798

John Bennet of South Hadley in the County of Hampshire Gent^r
Plff^r vs John Stark of Hatfield in the same County Gent^r Def^r
in a Plea of the Case That P^r Stark at Hatfield in s^d County on
January 8th last past was indebted to P^r Bennet in the Sum of
twenty seven pounds seventeen shillings & five pence L^{td}
according to the Account up to the Debt for divers Goods &c sold
& delivered at his Request & being so indebted P^r Stark then &
there in Consideration thereof promised P^r Bennet to pay him
the same Sum when he should be thereto required &c Yet said
Stark has never paid the same but neglects it to the Damage
of said Bennet One hundred & fifty pounds - This Action
was enter'd in this Court at September Term last & there cont
inued to January Term last - when the P^r Parties appeared and
agreed to refer this Case with all Demands to the Determination
of Edward Stark Esq^r & John Doke & Wm. Smith the
Award of them or any two of them to be returned into this
Court Judgment to be made up & Exec^d according to
whereupon it was considered by the Court that this Case be continued
under the Rule aforesaid to this Time - And now the said
Parties appear & the Jurors aforesaid send into Court their
Award viz That P^r Bennet do recover against P^r Stark nine
Dollars Damages in full Satisfaction of all Demands, & Costs of
Pursuance being four Dollars & Costs of Court to be taxed by the
Court &c - Said Jurors acknowledge they have read the Costs of
Pursuance - Whereupon it is considered by the Court that
the P^r Bennet do recover against P^r Stark nine Dollars Damages
& Costs of Court taxed at Oct. 14th 1798 & thereof &c
Exec^d May 28 1798

Purson & al
vs
Rufel
Sep. 12 1798

Mary Purson Jun^r & Hannah Rufel Jun^r both of Northampton
in the County of Hampshire Joiners Plff^r vs Lyndes Rufel late
of Hadley in the same County Joiner Def^r in a Plea de as is set
forth in the Declaration on File - This Action was enter'd in this
Court at September Term last & continued from Term to Term
to this Time - At a former Term the Def^r made Default of App
earance in Court - And now at this Time neither Party
appearing, this Case is dismissed

Murray & al
vs
Clarke
Sep. 27 1796

Seth Murray of Hatfield in the County of Hampshire Esq^r
Plff^r vs Peter Clarke of Conway in the same County Innholder
Def^r in a Plea de as is set forth in the Declaration on File
This Action was enter'd at September Term last when the
Parties appear'd & enter'd into a Rule of Pursuance under
which this Case was continued to this Time & now neither
Party appearing in Court the Case is dismissed

Murray & al
vs
Clarke
Sep. 28 1796

Seth Murray of Hatfield in the County of Hampshire Esq^r & John
Bennet of South Hadley in s^d County Gent^r Plff^r vs Peter
Clarke of Conway in the same County Innholder Def^r in a Plea
de as is set forth in the Declaration on File - This Action was
commenced at September Term last when P^r Parties appear'd
& enter'd into a Rule of Purs^r under which this Action was
continued to this Time - And now neither Party ap
pearing this Case is dismissed

Isaac Hubbard of Amherst in the County of Hampshire yeoman & Suborn his Wife Pp^{ts} vs Simon Clark Jun^r of the same Amherst Yeoman Dpth in a Plea that s^d Simon render to them Two hundred pounds L^{ts} which he owes them a corruptly Detainer, for that said Simon on December 23^d 1793 by his Writing obligatory sealed with the Seal of s^d Simon acknowledged himself to be held & firmly bound to s^d Isaac & Suborn in the sum of two hundred pounds to be paid them when he should be thereto required. Yet said Simon the requested has never paid the same but only returned to the Damage of s^d Isaac & Suborn Two hundred pounds.

27
Hubbard
vs
Clark
Sep^r 62. 1795

The Parties appeared & agreed to refer this Case with all Demands to the Determination of Samuel Stenshaw Jos^{ph} Bodard & John Williams Esq^{rs} the Award of them or any two of them to be final to be returned into the Court Judgment to be made up & Exec^d accordingly under which Rule this Case was continued to this Time. And now said Parties appear & the Referees afterward send into Court their Award as follows: That the said Isaac & Suborn recover of s^d Simon nine hundred forty five Dollars & sixty six Cents Damages & Cost of Referee taxed at thirty eight Dollars & 90 Cents & Cost of Court to be taxed by the Clerk. Which said Award is accepted & it is considered by the Court that s^d Isaac & Suborn do recover against s^d Simon nine hundred forty five Dollars & six Cents Damages & Cost of Court & Referee taxed at Dollars 50. 179 & thereof. Exec^d May 24 1796

Benjamin Townsend of New Salem in the County of Hampshire Yeoman Pp^{ts} vs Joshua Putnam of the same New Salem Putnam Yeoman Dpth in a Plea &c as is set forth in the Declaration on File &c. This Case was commenced at September Term last & continued to this Time. And now neither Party appearing in Court this Action is dismissed.

Townsend
vs
Putnam
Sep^r 102. 1795

Warham Parks of Westfield in the County of Hampshire Esq^r Pp^{ts} vs Isaac Henry of Chester in the same County yeoman Dpth in a Plea &c as is set forth in the Declaration on File. This Action was entered in this Court at September Term last & continued to this Time. And now neither Party appearing in Court this Case is dismissed.

Parks vs
Henry
Sep^r 110 1795

Elijah Wolworth of Westfield in the County of Hampshire Jun^r Pp^{ts} vs Phineas Wolworth of Granville in the same County & com^{on} Dpth in a Plea of the Case for that s^d Phineas at s^d Westfield on March 23^d 1794 by his Note for value received promised s^d Elijah to pay him Three pounds L^{ts} by November 1st with Interest. Yet s^d Phineas the requested has never paid the same but only returned to the Damage of said Elijah thirty Dollars. This Case was entered in this Court the last September Term & continued to this Time. The Pp^{ts} appear & the Dpth the three Times called to come into Court next September & appearance in Court whereupon it is considered by the Court that the said Elijah do recover against the said Phineas eight hundred Dollars & eighty four Cents Damages & Cost of Suit taxed at Dollars 17. 68 & thereof &c. Exec^d May 28 1796.

Wolworth
vs
Wolworth
Sep^r 126 1795

Henry
Shepard
Sept. 139 1795

Basel Henry of New Haven in the State of Connecticut a Negro man
Laborer Plaintiff vs Solomon Shepard of Westfield in the County of
Hampshire yeoman Defendant in a Plea of the Case for that s^d Henry
at s^d Westfield on January 14th 1792 was possessed of one Cow
of the Value of £6 as of his own Goods & being so being of
s^d Henry on the Day last aforesaid, the said Cow usually took, which
same Cow afterwards on the day aforesaid into the Possession of s^d
Solomon by finding same ~ s^d Solomon knowing the premises
hath not delivered said Cow to the Plaintiff the requested but after
wards viz^t January 23^d last the same Cow converted to his own
Use to the Damage of s^d Basil Forty Dollars ~ This Case was come
on at September Term last ~ when the said Parties appeared &
agreed to refer this Case to the Determination of Samuel Melton
James Taylor & Abel Whitney Esq^r the Award of them or any
two of them to be final to be returned into the Court & judgment
to be made up & Executed accordingly ~ And thereupon this Case
was continued from Term to Term to this Time ~ And now the
said Parties appear & the Referees aforesaid send into Court
their Award as follows viz^t "That s^d Basil do recover against
the said Solomon Ten shillings & 6 Pence Damages & Three
pounds eight shillings Cost of Referees & Costs of Court to
be taxed by the Court" which Award is accepted & it is there
upon considered by the Court that the s^d Basil do recover against
said Solomon One Dollar & sixty seven Cents Damages & Costs
of Court & Referees taxed at twenty seven Dollars & eighty two
Cents & three of Pence
Executed May 28 1796

Pising
Bates
Sept. 140 1796

Abner Pising of Gainsville in the County of Hampshire Plaintiff
vs David Bates of the same Granville Gent^l Defendant in a Plea
of Replevin for that the said David on June 22^d last ab^d Gainsville
unlawfully & without any justifiable Cause took one York of
Black Cattle with white Tails of the said Abner's & them unlawfully
detained to this day to the Damage of said Abner Twenty pounds
This Action was entered at September Term last & continued to January
Term last when the said Parties appeared & agreed to refer this
Case to the Determination of Term^l Robinson M^r Shepard & Isaac
Cook Esq^r the Award of them or any two of them to be final &
the Case was continued under the same Rule to this Time
And now said Parties appear & the Referees aforesaid send
into Court their Award viz^t "That the Cattle & Detaining s^d
Cattle by s^d Bates was lawful & justifiable ~ & That the same Cattle
be returned & released to the s^d David Bates irrepleviable & that
s^d David thereon against s^d Abner Six Dollars Damages for his
taking the same by s^d process of Replevin & the further sum of
Twenty Dollars & 33 Cents for his Costs arisen in the Referees
of this Suit ~ The Costs of Court to be taxed by the Court ~

Whereupon it is considered by the Court that the s^d David do
recover Judgment against s^d Abner for the Restoration of the Cattle
replevied, & also for Damages for taking the same Six Dollars & a
Cost of Court & Referees taxed at Three Dollars & 44 Cents & three of Pence

Executed May 31. 1796

Hall & al
Billings
Sept. 156 1796

John Hall & Joseph Taylor both of Greenfield in the County of Hampshire
Plaintiffs vs Eben Billings of the same Greenfield s^r Defendant in a
Plea as is set forth in the Declaration on File &c. This Case was
entered at s^d Term last & continued to this Time & now
neither Party appearing in Court this Case is dismissed

Matthew Lapham Jun. & Doras Tills yeoman both of South
 work in the County of Hampshire Depts. vs. John Phelps of Gran Lapham & al
 ville in the same County Gent^l Depts in a Plea of the Case ten that
 the said John sh^d said Northampton on the sixteenth day of May
 Anno Domini 1794 by his promissory Note in Writing under
 his hand of that Date for Value rec^d promised the Depts to pay
 them six pounds two shillings & two pence lawful money
 within one year from the Date thereof with lawful interest for
 the same till paid & yet the Depts thereto requested the said
 John hath never paid the same or any part thereof to the Depts
 or either of them but hath to both neglected & still doth
 unjustly neglect & upon it to the Damage of Mathew &
 Doras Ten pounds — This Action was entered in the County
 at September Term last & continued from Term to Term to this
 Term — And now at this Time the Depts appear by George
 Phelps Esq^r their Att^y & the Depts by Eli Ashmore his Att^y
 comes & defends the Wrong & Injury when & says he never
 promised the Mathew & Doras in manner & Form as
 they in their Declaration have alleged against him & of this he
 swears himself on the Country — And the Depts like wise —

And the said John for further Plea in the behalf by Leave of
 the Court here for this purpose per^o had & obtained says that
 the said Mathew & Doras ought not to have so maintain their
 said Action against him the John because he says at the
 Time of making the said promissory Note in Writing men-
 tioned in the Declaration & long before & after that Time one
 Salmonbrook of Southwork in the County of Hampshire was
 a Constable of the Town of Southwork viz^t also Northampton
 & the said Salmon being Constable as aforesaid on the sixteenth
 Day of May Anno Domini 1794 & before the making the said promiss-
 ory Note in Writing mentioned in the Declaration had &
 held in his hands & possession a Writ of Execution for a large
 Sum to wit for the Sum of six pounds two shillings & two pence
 in Favour of the said Mathew & Doras against one Ephraim
 Pellow to serve & execute according to Law & the said Salmon
 is being Constable as aforesaid & having the said Ephraim
 in his Custody as aforesaid by Virtue of the said Writ of
 Execution it was then & there corruptly agreed by & between
 the said John & the said Salmon that the said Salmon should
 then & there release & discharge the said Ephraim from his
 said Arrest & permit him to go at large wherever he
 would & that the said John should make & deliver to the said
 Salmon the said promissory Note mentioned in the said
 Declaration for ease & Favour to be shown to the said Ephraim
 from his said Arrest by the said Salmon by Colour of his
 Office of Constable as aforesaid & that the said Salmon would upon
 said Ephraim delivering him self up at the Dwelling House of the
 said Salmon in said Southwork by Monday evening then next to be
 taken on the said Exon by the said Salmon deliver up to the
 John the said promissory Note mentioned in the said Decla-
 ration & the said Salmon then being Constable as aforesaid did
 then & there in pursuance of the said corrupt Agreement release
 & discharge the said Ephraim from his said Arrest & permit him
 to go at large wherever he would & the said John did then & there
 make & deliver the said promissory Note mentioned in the Declaration

Phelps
 Sep^r 18th 1795

to the said Solomon then being counsel as aforesaid for said Favor
Mason to the said Ephraim from his said Arraignment by the said Solomon
as aforesaid by Colours of his said Office as aforesaid which said
promissory Note the said Solomon by Colours of the said Office
took of the said Solomon for ease & favour & reason to the said
Ephraim as aforesaid contrary to Law & that the said Dean is
ready to verify wherefore he pray Judgment if the said Matthew
& Doras ought to have or maintain their said Action against
him the said Solomon & Judgment for his Costs

And the said Matthew & Doras say that the Plea of the said
Solomon last above pleaded & the Matters therein contained are
not sufficient in Law to bar them from having their Action
against him the said Solomon to which Plea in manner & Form
aforesaid above pleaded they have no need nor are bound by the
Law of the Land to answer wherefore for want of a sufficient
Plea in this behalf they pray Judgment for their Damages
& Costs as aforesaid

And the said Solomon say that his plea last above pleaded & the
Matters therein contained are good & sufficient in Law to bar
the said Matthew & Doras from having their said Action against him
the said Solomon which Plea & the Matters therein contained the said
Solomon is ready to verify & because the said Matthew & Doras doth
not answer to that Plea the said Solomon as before pray Judgment
that the said Matthew & Doras may be precluded from their
Action aforesaid & Judgment for his Costs

Which surdaphon of the said Solomon by him above pleaded in
Bar of this Action being full & understood by the Court it is
considered by the Court that the same is insufficient in
Law to bar the said Matthew & Doras from having maintaining
their said Action & whereupon the Jurors of the Jury arose
by to the Towns Form & Effect of the Statute in such Case made &
provided at this time returned & imprisoned being demanded
whereupon come here who to say the Truth touching the said Plea
of the said Solomon by him pleaded as aforesaid & being sworn
declared upon their Oath that they find the Death prosecuted in
Manner & Form as the Plaintiff in his Writ & Declaration hath
alleged & says Damages at twenty two Dollars & eighty one
cents whereupon it is considered by the Court that
the said Matthew & Doras do recover against the said Solomon
Twenty two Dollars & eighty one cents Damages & Cost of
Suit taxed at Forty one Dollars & seventy six cents

Whereupon the said Solomon in his own Person now here in Court
appeals from the Judgment of the Court to the Supreme Judicial
Court to be holden at Northampton aforesaid in & for the County
aforesaid on the fourth Tuesday of September next & he recognizes
with sureties for prosecuting the same with Effect &

Order
at
Stiles
Sept. 18th 1795

Isaac Owen of Weymouth in the County of Suffolk & State of Conneticut
trust Gent^l J^{ts} of the said County of Suffolk & State of Conneticut in the County of
Hampshire Gent^l J^{ts} of the said County of Hampshire on Sept
ember 29th 1794 by his Note for Value recd promised to Isaac Owen to
pay him Twenty four pounds fourteen shillings & two pence L^{ts} M^{ts}
by December 8th then next with Interest & yet the said Isaac Owen
has never paid the same but neglects it to the Damage of said Isaac Owen
Twenty four pounds & This Action was commenced at the Court of the said
& continued to the said Term & now the said J^{ts} appears & the said

to three Times called to come into Court in the Default of Appearance here wherefore it is considered by the Court that the said Isaac do answer against the said Paul Twenty Dollars & sixty Cents Damages & Costs of Suit taxed at Dec^r 18th 42 & third of it.

Given up^d June 6. 1796

Lancelot White of Monson in the County of Hampshire Ver^o.
Appellant from the Judgment of John Bligh Esq^r West Fair vt.
Lydia Snow of Wethersfield in the same County Answer Appellee
as is at large set forth in the Copies on File — This Appeal was
entered in this Court at September Term last & continued
to this Time — and now neither Party appearing in
Court this Case is dismissed

White Appeal^t
Snow
Sept^r 19th 1795

To the Court &c. Humbly shews Samuel Turnoff of Turnoff
Greenwich in said County Yeoman that on the Eighth day
of February in the Year of our Lord seventeen Hundred and
Ninety Four, he commenced an Action on the Case against Joseph
Hinds late of Greenwich in the County aforesaid Gentleman
to recover a Sum of Money &c. Balance of Accounts and another
Sum to the Plaintiffs use, to be heard and tried before Henry
Dwight Esq^r one of the Justices of the Peace for the same County
at his dwelling house in Belcherstown on Tuesday the Eight
- tenth day of February then Current at one of the Clocks
afternoon at which Time and place he the said Samuel
before the same Justice did appear to prosecute and the
said Joseph by his Attorney did appear to defend the
same Suit, on which it was so proceeded that the said
Samuel recovered Judgment against the said Joseph for
the Sum of one pound seventeen Shillings and six pence
Lawful Money Damages and one pound and five Shil-
lings Costs of Suit from which Judgment the said Joseph
did appeal to the Court of Common Pleas then next to
be holden at Northampton within and for the County
of Hampshire on the Third Tuesday of May then next at
which Term the said Joseph did appear and prosecuted his
said Appeal; and the said Samuel likewise did appear &
thereupon it was so proceeded that at the Term of the same
Court, of the First Tuesday of September in the Year of
our Lord seventeen hundred and Ninety four the said Par-
ties did agree to refer the same Action to the Judgment
and Determinations of Martin Kingzley Esq^r Samuel
Willis and Samuel Kendall the award of them or any two
of them to be final which Agreement of the said Parties
was made a Rule of the said Court, and it was con-
- sidered by the Court that the said Parties should have day
in the same untill the second Tuesday of November then
next — before which Term the said Referees pursuant

Turnoff
Hinds
Sept^r 28th 1796

same Rule to wit on the tenth day of the same November did meet and after hearing the parties did award and determine that the said Samuel Furnace had not supported his Declaration & that the said Joseph the then defendant should recover his Costs that is to say Five pounds three Shillings and ten pence Costs of Reference and Costs of Court to be taxed by the Court, which Costs of Court were then and there reckoned and computed to be and Amount to the Sum of Five pounds, fifteen Shillings and two pence - The same Award being then and there published and declared to the Parties by the same Referees, the said Samuel, not having it in his Power at that Time to produce such Evidence, as to make the Truth to appear in the premises and to prove his Demand against the said Joseph in order to prevent further Trouble & Expence in the same, did then Instantly pay unto the said Joseph the whole Sums so awarded for Costs aforesaid and although the same Award was returned and recorded in the same Court at the Term of the same second Tuesday of November yet neither of said Parties did appear in Court to prosecute or defend the same Action or to move for or object to the acceptance of ^{the} said Award and no Judgment was rendered thereon now the said Samuel informs your Honours that the Award & Determination aforesaid was wholly wrong and unjust, that the same was procured by false Evidence, produced on the part of said Joseph and for want of Evidence to elucidate the Truth in support of the Demand of Said Samuel which at that Time it was Impossible to procure. That he the said Samuel is now able to produce direct and demonstrative Evidence, to prove his original Demand against said Joseph and that the same Award was wholly unjust, he therefore prays that your Honours would grant him a Review of the same Action according to the form and Effect of the Statute in such Cases provided and he may be restored to all which he hath lost in manner aforesaid. This Petition was

entered at the last September Term, when it was ordered that the S^d Should be notified to appear at the next assizes Term to shew Cause if any he had why the prayer thereof should not be granted - Lord & Doctor Alder to S^d Shind when in power acknowledged due Notice after which the Case was to the next assizes Term of the Court the second Tuesday of November when it was considered by the Court that a writ of Review should issue agreeably to the prayer of the Petition whereupon the said Parties again to refer this Case to the Discretion of Master Thurgelby Esq^r Samuel Wells & Samuel Thurdall, the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & given

passed accordingly & under which, while this case was continued
to the second Tuesday of January & from thence to this Term & now
the said Parties appear & the Sheriff aforesaid send into Court
their award with "That the original Debt in this action recover
" of the Debt Two pounds six shillings Debt & Damage toge
" ther with all the legal cost which has heretofore arisen &
" the Costs of this Rule being £4. 6. 5 Costs of Court to
" be taxed by the Court" - Whereupon it is considered by the
Court that S^r Samuel do recover against S^r Joseph seven Dollars
& sixty seven Cents & Costs of Court & Expenses taxed at
fifty eight Dollars & sixty four Cents & there of & ~~~~~
Exon if June 17. 1796

Isaac Palmer of Worthington in the County of Hampshire Palmer
v. ^{Isaac Palmer} ^{Isaac Palmer} Harry Barley of Chester in the same County
Trader Debt in a Plea of the Case for that S^r Samuel Abigail
of Worthington aforesaid on January 22^d 1793 some possession Mode 17. 1795
of a certain Writing called a promissory Note signed by one
William Collett dated the same day whereby S^r William
promised one Sam^l Palmer for Value rec^d to pay him nine
pounds & 10^s within six years or at any time as of their own
proper Goods which S^r Note S^r Samuel Abigail afterwards on
the same day took of them possession & afterwards on which
same Note afterwards the same day came to the possession
of the S^r Harry by finding thereof S^r Harry well
knowing the promises all the often requested said note delivered
the same to them, but has converted it to his own use to the
Damage of S^r Samuel Abigail Twenty pounds - This action
was entered at the last November Term & from thence continued
to this Term & now the Plea appears by S^r Woodbridge
his Att^y & the Debt by Thomas Gould Gent^l his Att^y comes &
represents the wrong & injury when he & says he is not guilty
in manner & form as S^r Samuel Abigail have alleged in
their Declaration against him & there of put him into the
County - And the Plea likewise

A Jury at this Time returned & in parliament as the Law
requires being now sworn to try the Issue declare upon their Oath
that they find the Debt is guilty & of the Damages at twenty three
Dollars & eighty five Cents - And there upon it is considered
by the Court that S^r Samuel Abigail do recover against the S^r
Harry Twenty three Dollars & eighty five Cents Damages & Costs
of which taxed at forty four Dollars & one Cent & there of & ~~~~~
Exon if May 28 1796

Warham Parks of Westfield in the County of Hampshire Parks &
Debt v. Blisha Porter of Haver in the same County & Porter &
Sheriff of the County Debt in a Plea as at last Term Mode 29 1795.
in the Declaration on file &c. This action was entered at the
last November Term & continued to this Term but now
at this Term neither Party appearing this action is dismissed

Thomas Pearsall & Elijah Fell both of the City County & State of Pearsall & al
New York Merch^t Debt v. Aaron Gilels of Westfield & Rufus Gilels & al
Gilels of Middlefield both in the County of Hampshire Mar Mode 31. 1795
Debt in a Plea of the Case for that on March 25th last
said Aaron & Rufus were partners in the way of merchandising
jointly negotiating & using Commerce together as Partners

& they being co-partners together as aforesaid the said Aaron Gilleb
 on the same March 20th at Westfield aforesaid made a certain
 Note in Writing under his hand subscribed & thereby for him
 self & the said Purpel by the Name & Firm of the said Aaron
 & Purpel Gilleb for Value received, promised the P^{ts} to pay
 them or Order Two hundred & fifteen pounds & seven pence
 Currency of the City of New York equal to five hundred &
 thirty seven Dollars & fifty seven cents on Demand with Law
 full Interest & y^e said Aaron & Purpel the requested have
 never paid the same but neglect it to the Damage of said
 Pearsall & Pell \$50 Dollars & This Case was entered in the
 Court at the last November Term & continued to the January
 Term following when the Def^t being called to come into Court
 made Default of appearance in Court & this Case was
 thereon continued for Judgment to the Time and now
 the P^{ts} appear & pray Judgment Whereupon it is considered
 even by the Court that the said Pearsall & Pell do recover against
 the said Aaron & Purpel Five hundred eighty one Dollars
 & eighty six Cents Damages & Costs of Suit taxed at
 Dot: 14th 56 & there of &c. Exon^o if May 28 1796

Pearsall & Son
 Gilleb & al
 Nov. 30. 1795

Thomas Pearsall & Thomas C Pearsall both of the City County &
 State of New York Merchants P^{ts} vs Aaron Gilleb of Westfield
 & Purpel Gilleb of Westfield both in the County of
 Hampshire South Dealers in Trade Def^t in a Plea of the Case
 for that the said Aaron & Purpel absaid Westfield on March
 20th last by their Note for Value rec^d promised the P^{ts} by
 the Name of Aaron & Purpel Gilleb to pay them under the Name
 & Firm of Thomas Pearsall & Son five hundred & thirty three
 pounds nineteen shillings & four pence Currency of New
 York equal to thirteen hundred thirty four Dollars & ninety
 two Cents on Demand with Interest untill paid & yet the
 said Aaron & Purpel the requested hath never paid the same
 but neglect it to the Damage of said Thomas Pearsall & Son
 was the P^{ts} Pearsall & Son hundred Dollars & This Action
 was entered in the Court at the last November Term &
 continued to the last January Term when the Def^t
 the three Times called made Default of appearance in
 Court and the Action was then continued for Judgment to
 this Time & now the P^{ts} appear & move for Judgment
 whereupon it is considered by the Court that the said Thomas
 Pearsall & Thomas C Pearsall do recover against the said
 Aaron & Purpel Fourteen hundred forty three Dollars
 & sixty four Cents Damages & Costs of Suit taxed at
 Dot: 14th 56 & there of &c. Exon^o if May 28 1796

Same
 Court
 Nov. 32 1795

Thomas Pearsall & Thomas C Pearsall both of the City County & State of
 New York Merchants P^{ts} vs Elijah Smith of Granby in the County of
 Hampshire Merchant Def^t in a Plea of the Case for that the said
 aforesaid did at Northampton aforesaid on October 28th 1793 by
 his note for Value rec^d promised the P^{ts} under the Name of
 Thomas Pearsall & Son to pay them or Order One hundred eighteen
 pounds & six pence New York Currency equal to two hundred
 & ninety five Dollars & six Cents in six months after the date with
 Interest of the due untill paid & yet for that the said Elijah

at said New York via at Northampton aforesaid on May 19. 1794
by his other Note for Value and promised the P^{ty} to pay them or Order
One hundred fourteen pounds two shillings & two pence New York Cur-
rency equal to two hundred eighty five Dollars & 24 Cents on Dem-
and with Interest till paid Yet said Elijah the requested hath
never paid the same but neglected it to the Damage of s^d P^{ty}'s
Seven hundred Dollars ~ This Action was commenced at November
Term last & continued to this Time ~ And now the P^{ty} appear
& the said Elijah the three Times called to come into Court
matters Default of Appearance here Wherefore it is considered
by the Court that the said P^{ty} do recover against the said
Elijah

& Costs of Suit taxed at

Thomas Pearsall & Elijah Pell both of the City County & State of New York Merchants P^{ty} vs Elijah Sherk of Granby
in the County of Hampshire Merchants Debt in a Plea of Plea Sherk
taken for that s^d Sherk at s^d New York via s^d Northampton on Nov 33 1795
October 28 1793 by his Note for Value and promised s^d
Pearsall & Pell to pay them or Order Ninety eight pounds
seven shillings & nine pence New York Currency equal
to two hundred & forty five Dollars & ninety four Cents
on Demand with Interest ~ Yet s^d Sherk the requested
has never paid the same but neglected it to the Damage
of s^d Pearsall & Pell Four hundred Dollars ~ This Action
was commenced at November Term last & continued to
this Time ~ And now the P^{ty} appear & the Debt the
three Times called to come into Court matters Default of
Appearance here Wherefore it is considered by the Court
that the s^d Pearsall & Pell do recover against the said Sherk
Two hundred eighty nine Dollars & twenty six Cents Damages
& Costs of Suit taxed at fourteen dollars & ninety six Cents
Done at May 28 1796

Williah Herman of the City County & State of New York was Herman
Shank P^{ty} vs Thomas Burbanks of Granby in the
County of Hampshire Debt in a Plea of Covenant Burbanks
taken for that s^d Thomas at New York via at Northampton aforesaid on November 25th 1793 by his certain
Writing sealed with the Seal of s^d Thomas did promise
s^d Williah to pay him or Order Three hundred & sixteen pounds
eight shillings & five pence ~ meaning New York Currency
equal to Seven hundred eighty one Dollars & five Cents
on Demand with lawful Interest ~ Yet s^d Thomas
the requested hath never paid the same but broke the
Covenant aforesaid to the Damage of s^d Williah One
thousand Dollars ~ This Action was commenced at Novem-
ber Term last & continued to this Time ~ And now the P^{ty} ap-
pear & the Debt the three Times called to come into Court
matters Default of Appearance here Wherefore it is considered
by the Court that the said Williah do recover against the s^d
Thomas Nine hundred fourteen Dollars & nine six Cents
Damages & Costs of Suit taxed at Doll^r 15⁰⁰ 37 & three pence
Done at May 28 1796

Seaman & al
at
Purbanks
Nov. 30 1796

Willst Seaman John Seaman & Valentine Seaman, all of the City
County & State of New York March 1st Plaintiff Thomas Pembroke
of Greenville in the County of Hampshire Esq^r Defendant in a Plea
of the Case for that the said Thomas at New York viz at Northampton
viz as aforesaid on November 26 1793 being justly indebted to
the Plaintiff in the sum of fifty two pounds eighteen shillings
& seven pence New York Currency equal to one hundred &
thirty two Dollars & thirty two cents for divers Goods Wares &
Merchandise there before that Time sold & delivered at the
Request of the said Thomas & being so indebted in consideration
thereof promised the Plaintiff to pay them the same sum in
six months — Yet the said Thomas the requested has never
paid the same but neglects it to the Damage of the Plaintiff two
hundred Dollars — This Case was entered in this Court at
the last November Term & continued to this Time — And now
the Plaintiff appears & the Defendant the three Times called to come into
Court makes Default of Appearance here — Wherefore it is
considered by the Court that the said Plaintiff do recover against
the said Thomas one hundred & thirty two Dollars & eighty six
Cents Damages & Costs of Suit taxed at \$ot. 15. 37 & thereof
Exec. if May 28 1796 —

Atwater
at
May 28 1796
Nov. 30 1796

Jeremiah Atwater of New Haven in the County of New Haven
& State of Connecticut March 1st Plaintiff in Calvin May late of
Goshen in the County of Hampshire Physician Defendant in a
Plea of the Case for that said Calvin at New Haven viz at
Northampton aforesaid on September 30th 1786 being indebted
to the Plaintiff in the sum of six pounds eighteen shillings
& ten pence equal to twenty three Dollars & fourteen cents
for divers Goods Wares & Merchandise there before that Time
sold & delivered at the Request of the said Calvin & being so indebted
in Consideration thereof promised the Plaintiff to pay him the same
on Demand — Yet the said Calvin the requested has never paid the
same but neglects it to the Damage of the said Jeremiah fifty
Dollars — And the said Calvin has sold in his own hand & disposed
Goods & Estate to the Value of fifty Dollars aforesaid which can be
come at & hath been entrusted to & deposited in the hand of
Elyah Paine of the County of Hampshire Gent^l his
Trustee Goods Effects & Credits to that Value & —

This Action was commenced at November Term last when the Plaintiff
appeared & Elyah Paine also came into Court & being sworn deposed
that upon his oath that he had in his hand at the Time he was sworn
made sundry several Demands in favor of the said Calvin for which
he had collected seven pounds seventeen shillings & eleven pence
And this Action from Time to Time continued to this Time & now
the Plaintiff appears & the said Calvin the three Times called to come into
Court makes Default of Appearance here —

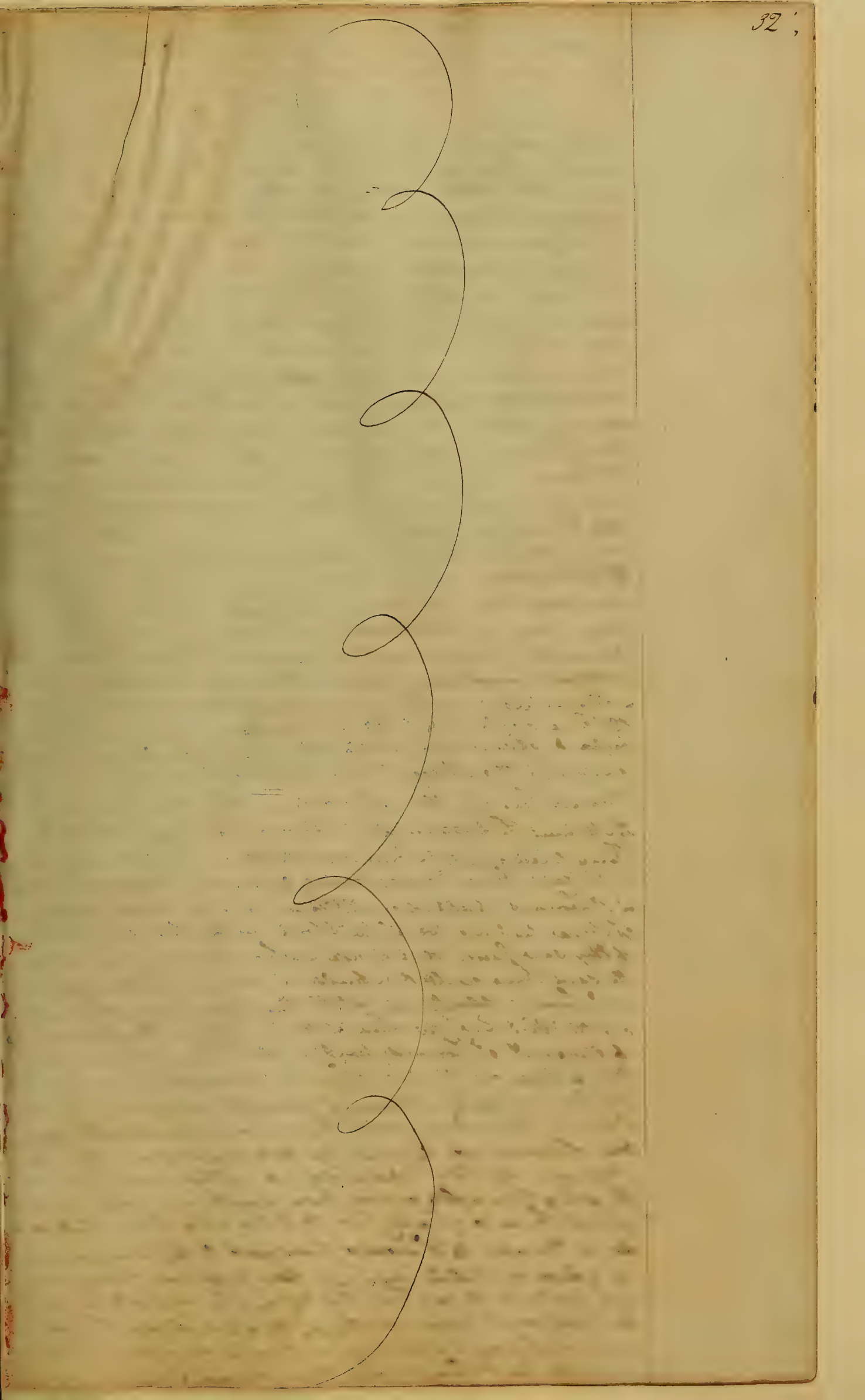
Wherefore it is considered by the Court that the said Jeremiah
do recover against the said Calvin Twenty three Dollars & four-
teen Cents Damages & Costs of Suit taxed at \$ot. 15. 15 & thereof
Exec. if May 28 1796 —

Richard Dickinson of Cranville in the County of Hampshire
Plff at Law Jonathan Tilton of the same Cranville against
in and to the of Executors as is at large set forth in the Declaration in
File de - This action was entered in the Court at the last November
Term & from thence continued to this Time - And now
the Plff being three times called to come into Court is remitted & Nov. 27 1795.
the Debt appears & moves for his Costs - Whereupon it is con- sidered by the Court that the said Jonathan do recover against the
said Richard seven Dollars & twenty four Cents Costs in defend- ing the Suit of the said Richard. & that of &c.

Roswell Smith of Hawley in the County of Hampshire
Plff at Law Joseph Ladd late of Cummington in the same County
Debtor in a Plea as is set forth in the Declaration Nov. 21 1795
on File - This action was entered at Term of the County
the second Tuesday of November last & continued to this Time
And now neither Party appearing in Court this Case is dis- missed

Samuel Leonard of Wilbraham in the County of Hampshire
vs Deborah Wright of Springfield in the same County
by a Plea of Trespass on the Case for that where
as the said Deborah & Samuel at Wilbraham aforesaid on the Nov. 66 1795
the 10th day of June last past were & for a long Time before
& ever since have been Occupants & Improvers in several of
the certain Tracts of Land lying & being in Wilbraham
aforesaid & adjoining to each other & enclosed with Fences
& by Law & of right were holden & obliged to keep up & maintain
the partition Fences between their respective Places in equal halves
& Disputes & Controversies then arose & subsisted about the respective
Occupants right in partition Fences & their Obligation to maintain
the same partition Fences between them & for deciding said Dis-
putes on the Application of the said Leonard Samuel & Sarah
& Thomas Warren then & ever since being two of the Free Men
of said Town of Wilbraham duly chosen & sworn into said
Office on said 10th day of June last past in pursuance
of One certain Law of this Commonwealth made & passed in
the year of our Lord seventeen hundred & eighty six entitled an
Act for regulating Fences, after having given due Notice to
said Leonard & Deborah to attend on the twentieth day of June
on said Land did then & there appear & set out in Writing to each
Party his Share in said Division Fence, to wit the said Leonard
beginning on the East End of their Improvements & running
Westerly twenty rods & to said Deborah thirty seven rods begin-
ning on said Leonard's & running thence westerly & to said
Leonard at the West End thirty seven rods being the
whole of the Remainder, which Appointments so made in
Writing was after wards duly read in the Town Clerks
Office of said Town of Wilbraham - And the said Fences View-
ers did then & there on said twentieth day of June in Writing
notify the said Deborah to erect keep up & maintain the fence
to said Leonard assigned as aforesaid within six days from said
twentieth day of June, but the said Deborah altogether neglected
& refused to do the same within said Term of six days & for a
long Time after wards to wit the further Term of ten days
& the said Leonard then afterwards & before the fourth day of August





last past did erect build & make up the Libular part of said
heretofore. Then & the said Tene Viewers at said Wilbraham on the
fourth day of August did view the same Tene so erected by s^d Leonard
for said Libulow & did then & there adjudge the same & every part
thereof to be legal & sufficient Tene & did in Writing ascertain
the Value thereof to be Forty six shillings & three pence & their duty to be
seventeen shillings & four pence being in the whole as the P^lff avers
equal to Ten Shillings sixty Cents; where by & by Force of the Statute
aforesaid in such Cases provided the said Leonard became entit-
led to have & demand double the s^d Tene so ascertained for the
Expense of viewing surveying & viewing the same Tene & the
s^d Leonard then afterwards on the first day of September last
past demanded of the said Libulow the same & requested
him to pay him the same, but the Libulow then & for the space
of one Calendar month next after did neglect & refused always
whether to have completed & refused to pay the s^d Leonard the same
whereby & by Virtue of the same Statute Actions have accrued to
the s^d Leonard to have & recover the same Sum then due & owing
the P^lff avers is equal to twenty one Dollars twenty Cents together
with the Libulow one per centum per month until Judgment
shall be rendered therefor

Also for that
whereas the said Leonard & s^d Libulow at Wilbraham aforesaid on
the fifteenth day of June last past was & for a long Time before
said same have been Owners & Proprietors of certain other Lands
lying & being in s^d Wilbraham in severalty having been in
possession in Common without a partition Tene between them
& the said Leonard being desirous to improve his part in severalty
& the said Libulow refusing & neglecting to divide the same where
the same ought to be built & to build a sufficient Tene on
his part of said same all the often thereto requested & particularly
on said fifteenth day of June at Wilbraham aforesaid the
said Leonard there afterwards on the same Day applied
to Samuel Fisk Morris & Thomas Warren two of the
Tene Viewers of s^d Town of Wilbraham duly chosen & sworn
of the said Tene Viewers having given due Notice to s^d Libulow
& s^d Leonard to attend on the said Land on the twentieth day
of June last at two of the Clocks in the afternoon of s^d Day
if they saw Cause, did divide & assign the same Land where
the said Tene ought to be built in manner following to wit
to s^d Leonard twenty rods at the East End & seventeen rods
on the West End of s^d Land & to s^d Libulow thirty seven rods
between the s^d Leonard's part & the s^d Tene Viewers did
then & there in Writing assign a reasonable Tene to wit
the space of six days from s^d twentieth day of June for the
s^d parties to make up the s^d Tene of all which the s^d Libulow
then afterwards on the same day had due Notice - And the
P^lff avers that the s^d Libulow did not within said Term nor
for a long Time after or ever since make up & erect his part
of said Tene so assigned him but did altogether neglect so to
do & thus upon the s^d Leonard pursuant to the provisions of
the aforesaid Statute in such Cases provided having made
up his part of said Tene did before & by this fourth day of August
last past erect build & make up the whole of said thirty seven
rods so assigned to s^d Libulow & the same being completed and
finished the s^d Tene Viewers then afterwards on s^d fourth day

of which view the last were taken & being a judgment the same to be
 paid & sufficient there & then & there a judgment in writing the
 value of said last mentioned Term to be forty six pounds of three
 pence & four own pence & seven pence of the same & four pence
 by & by force of said Statute the said Leonard became entitled to
 demand & receive of the Owners of said Land or Freeholder of said
 Land at his Election double the said last mentioned Term so
 ascertained which the Plaintiff avers is equal to twenty one Dollars &
 twenty Cents and the Plaintiff electing to demand the same of the said
 Debtor the Owners of said Land on the first day of September
 last past demanded of said Debtor & last mentioned Term
 this doubled to wit with William a for said, but the said Debtor
 then & there & for one calendar month then expiring & ever
 since hath neglected & refused to pay the same or any part thereof
 to the said Samuel Leonard, where by & by force of the Statute last
 past arrived to the Plaintiff to have & recover & last mentioned Term
 then doubled of the said Debtor by a special action of the Case and
 Judgment one per cent per month till Judgment shall be rendered
 thereon & yet the often thence requested the said Debtor hath never
 paid either of said Terms or any part or portion of them to the Plaintiff
 but hath to hath denied & refused & still doth altogether deny &
 refuse to pay either the same or any part of either of them to the
 Damages of said Samuel Forty Dollars — This Action was
 entered at the last November Term & has been from time to time
 moved from Term to Term to this Time — And
 now the Plaintiff appears by George Brist his Atty & the Deft by
 Henry Wrentham Esq^r his Atty comes & defends as & for Plea says
 he is not guilty in manner & Form as the Plaintiff in his Writ & Decla-
 ration hath alleged & sheweth unto himself on the Country —
 And the Plaintiff likewise — Whereupon the Jurors of the Jury accord-
 ing to the Force & Effect of the Statute in such Case provided
 at this Term returned & in panelled being demanded otherwise
 come here who to say the Truth concerning the Premises being
 sworn declare upon their Oath that they find the Deft guilty
 in manner & Form as is set forth in the Declaration &
 of said Damages all twenty two Dollars & sixty eight Cents —
 Whereupon it is considered by the Court that the said Samuel
 do recover against the said Debtor Twenty two Dollars & sixty
 eight Cents Damages & costs of Suit taxed all sixty three
 Dollars & sixty six Cents — Whereupon the said Debtor by
 his Atty a for said appeals from the Judgment of this Court
 to the Supreme Judicial Court to be holden at Northampton
 viz & for the County of Hampshire on the fourth Tuesday
 of September next & he assigns with further for said Debtor
 prosecuting his Appeal with Effect &

Lucas
vs
Innead
Nov. 71. 1795.

Samuel Lucas of Greenfield in the County of Hampshire Gent^r Plaintiff
vs.
Abner Innead of the same Greenfield Farmer Def^t in a Plea
as is set forth in the Writ on Plea. This Action was entered
at the last November Term & from thence continued to this Time
And now neither Party appearing in Court this Action is dismissed.

Osgood
vs
Osgood
Nov. 78 1795

Luke Osgood of Wendell in the County of Hampshire Gent^r Plaintiff
vs
Samuel Osgood of the same Wendell yeoman Def^t in a Plea
as is set forth in the Declaration on File &c.
This Action was entered at November Term last & thence continued
to this Time — And now neither Party appearing in
Court this Action is dismissed.

Pine
vs
Armour
Nov. 80 1795

Brook Pine of Ware in the County of Hampshire yeoman Plaintiff
vs
David Armour of Greenfield in the same County yeoman Def^t in a Plea
as is set forth in the Declaration on File &c.
This Action was entered in this Court at November Term
last & thence continued to this Time — And now neither
Party appearing in Court this Action is dismissed.

Boydson
vs
Hall
Nov. 93 1795

Simon Boydson of Lanningburgh in the County of Albany
& State of New York Wharver Plaintiff
vs
John Hall in the County of Hampshire Cooper Def^t in a Plea of the
Case for that P^r Hall who Northfield on March 20th 1795 by
his Note for Value and promised the P^r Plaintiff to pay him a Order
Five pounds twelve shillings & 6^p & 6^p on Demand
which Sum is equal to Eighteen Dollars & sixty six Cents
of the said P^r Hall the requested has not paid the same but ought to
to the Damage of P^r Boydson Thirty Dollars — This Action
was commenced at the last November Term & thence continued
to this Time — And now the P^r Plaintiff appears & the Def^t the
three Times called makes default of appearance in Court
Wherefore it is considered that P^r Simon do recover against
P^r John a Sum of Nineteen Dollars & sixty six Cents Damages &
Costs of Suit taxed at \$17. 00. & the said P^r Plaintiff
whereupon the Def^t by John Core Gent^r by Atty comes into
Court & objects from the Judgment of this Court to the
Superior Judicial Court to be holden at Northampton in
& for the County of Hampshire on the fourth Tuesday of
September next & to recognize with sureties for P^r Simon's
prosecuting P^r Appeal with Effort &c.

Boydson
vs
Goodman & al
Nov. 100 1795

George Boydson Robert L Boydson & Samuel S Boydson all of the
County of Albany & State of New York Merchants P^r Plaintiff vs
Noah Goodson of the same County & State of New York & Simon
Goodman of Charlemont Gent^r all in the County of Hampshire
Def^t in a Plea of the Case for that P^r Noah Titus & Simon at
South Hadley on June 23rd 1794 by their Note for Value and
promised jointly & severally to pay the P^r Plaintiff Three hundred Dol
lars on or before May 20. then next with Interest & after the
said Def^t the requested have never paid the same but ought to
to the Damage of said P^r Plaintiff three hundred Dollars
This Action was entered in Court at the last November Term
& thence continued to this Time — And now the P^r Plaintiff appears
& the Def^t the three Times called to come into Court to make default
of appearance here wherefore it is considered by the Court that
P^r Plaintiff do recover against the Def^t Three hundred thirty nine
Dollars Dam^s & Costs taxed at \$17. 89. Exp^s of P^r Plaintiff 24th Feb 1796

Phineas Parker of Hadley in the County of Hampshire Esq^r Sheriff
of the same County Plaintiff vs. Benjamin Ward yeoman Uxbridge
Ward Gentleman & Isaac Ward yeoman all of Palmer in
said County Defendants in a Plea as is set forth in the Writ
on File &c. This Action was entered in Court at November
Term last & continued to this Time - and now without Party
appearing in Court this Action is dismissed

Parker
vs
Ward & al
Nov: 103 1795

Backiel Wright of Springfield in the County of Hampshire
yeoman Plaintiff vs. Samuel Learned of Wilbraham in the
County of Hampshire yeoman Defendant in a Plea of Trespass

Wright
vs
Learned
Nov: 127 1795

For that Samuel & Wilbraham on July 1st last & divers other
Days & Times between that Day & October 1st instant with
Force & Arms broke & entered the Close of him the said Backiel lying
in Wilbraham aforesaid containing ten acres bounded westerly
on Chimpsee River southerly by a Truce by Lands occupied
partly by John Plimley & partly by Samuel Learned run-
ning by said Truce easterly about eighty rods & extending
northerly from said Truce about twenty rods & partly on the
of his the said Backiel then & there standing & growing of the
Value of twenty seven Dollars & twelve bushels of his Wheat then
& there standing & growing of the Value of sixteen dollars &
one hundred pounds of his Flax then & there standing and
growing of the Value of nine dollars & one Ton of Hay then
& there standing & growing of the Value of seven Dollars & forty
bushels of Indian Corn of the Value of twenty Dollars & twelve
bushels of Oats of the Value of Dollars cut down pulled up
& carried away & thus Wronged & Injured then & there did
& committed against the Peace & to the Damage of the said Backiel
One hundred Dollars - This Action was entered in the
Court at the last November Term & continued to this Time

And now the Plaintiff appears by Phineas Warrent in his Att^r
& the Defendant by George Bluff in his Att^r comes & reserving
Liberty to himself to plead anew on the Trial of the Appeal &
to plead specially comes & defends the Force & Injury when asked
& for plea says he is not guilty in manner & Form as the
said Backiel hath in his Declaration alleged & thereof puts
himself on the Country - And the said Backiel consent
ing to said Reservation says that the Plea of the said Samuel
in manner & Form above pleaded & the Matters therein con-
tained are insufficient in Law to exclude him from
having & maintaining his said Action & to which he hath
no Doubt nor is bound by the Law of the Land to answer
all which he is ready to verify wherefore for Want of a
sufficient Plea he prays Judgment - And the said Samuel
says his Plea aforesaid is sufficient & prays Judgment
for his Costs - Whereupon all & singular the Premises
being seen &c it appears to the Court that the Plea aforesaid
of the said Samuel by him pleaded is a full & sufficient
Answer to the Declaration of the said Backiel & that the said Backiel by
his Plea aforesaid ought to receive Nothing - Wherefore this
considered by the Court that the said Backiel by his Plea aforesaid
do receive Nothing but that for his groundless Claim he be in
Merry &c And it is further considered by the Court that the
said Samuel do recover against the said Backiel his Costs taxed at
Forty six Dollars & seventy five Cents - Whereupon the said Backiel
by his Att^r aforesaid appears from the Judgment of this Court to the

Supreme Judicial Court to be holden at Northampton in & for the County
of Hampshire on the fourth Tuesday of September next & he was
joined with Justice for & Bartholomew prosecuting his Appeal with
Effort &c.

Dingley
vs
Pearse
Nov. 148 1795

Review

Humbley shews John Dingley of Chester in the County of Hamp-
shire yeoman, that Augustus Pearse of Southworth in the same Coun-
ty of Hampshire on October 21st last past before Isaac Cook Esq^r one
of the Justices of the Peace for the County of Hampshire moved
Judgement against him for four shillings Debt & thirteen shillings
& one penny for costs of the same suit over which Judgements
have been paid & the same hath been seized of the Property of
the said John — That at the Time of the giving of the Writ on
which said Judgement was rendered & at the Time of rendering
the same Judgement he was out of the Commonwealth & had no
Notice of said Writ & that said Judgement was wrongfully obtained &
therefore pray Liberty to enter said Petition at this Court that a Review
thereof may be had — Which said Petition was entered in this
Court at the last November Term when it was ordered by the
Court that said Augustus be cited to appear at the next Term to
show Cause why the prayer of said Petition should not be granted &
and the Case was continued to the third Tuesday of January then
next — At which Time it was ordered that a Writ of Review
do issue &c. and the Case was continued to this Time —
And now the Complainant appears & the said Augustus the
third Times called to come into Court makes Default of
Appearance here Wherefore it is considered that said John do
recover against said Augustus Three Dollars & ninety four Cents
Damages & Costs of Suit taxed at Thirteen Dollars & thirty four
Cents & thereof &c. Given at New York May 26. 1796 —

Imead
vs
Lucas
Jan 1. 1796

Abner Imead of Greenfield in the County of Hampshire Farmer
Plff^r vs Samuel Lucas of the same Greenfield Trader Deft^r in a
Sua as is set forth in the Declaration on File &c. This Action
was entered in this Court the last Term & continued to this Time
And now neither Party appearing in Court this Action is dismissed

Smith
vs
Stannum
Jan 5 1796

Gad Smith of Whately in the County of Hampshire Trader Plff^r vs
Asahel Stannum of Conway in the same County yeoman Deft^r in a
Sua of the Case for that Asahel at Whately on 1st of September
1793 was indebted to Gad in the Sum of five pounds four
shillings & six pence equal to Seventeen Dollars forty one Cents &
six mills for divers Goods &c. sold & delivered to Asahel at his
Request & then & there in Consideration thereof promised Gad
to pay him the same Sum when he should be requested & yet said
Asahel the requested has never paid the same but neglects it
to the Damage of Gad twenty five Dollars
This Action was entered at the last Term & continued to this Time
And at this Time the Plff appears & the Deft the third Times called
to come into Court makes Default of Appearance. Wherefore it
is considered by the Court that Gad do recover against the
Asahel Seventeen Dollars & forty two Cents Damages & Costs of
Suit taxed at Two Dollars & ten Cents &c.

Given at New York May 26. 1796

Thereben Bledwell of Conway in the County of Hampshire vs Aaron Billings of the same County vs Aaron Bledwell of the same County
for that Aaron at Conway aforesaid on July 31 1795 by his Note for Value recd promised said Reuben to pay him or Order One hundred thirty nine Dollars sixty nine Cents & three Mills on Demand with Interest - and by his other Note of the same Date for Value recd promised & Reuben to pay him or Order One hundred thirty five Dollars thirty nine Cents & three Mills on Demand with Interest - yet Aaron the requested has never paid the same but neglects it to the Damage of said Reuben Two hundred Dollars This Action was entered at the last Term & continued to this Time & now the Plaintiff appears at the Bench the three Times called to come into Court makes Default of Appearance in Court Wherefore it is considered by the Court that the said Reuben do recover against the said Aaron One hundred seventy nine Dollars sixty four Cents Damages & Costs of Suit taxed at 7. 66 & three of 4c
Ex^{ca} May 26 1796

Bledwell
Billings
Jan 6. 1796

Explainer Woodward of Pelhamstown in the County of Hampshire vs Blacksmith Puffer Nathan Parsons of Greenwich in the same County & Blacksmith Diph in a Plea de as is at large set forth in the Declaration on File &c This Action was entered at the last Term & continued to this Time & now neither Party appearing in Court this Case is dismissed

Woodward
Parsons
Jan 7. 1796

Levi Pond of Palmer in the County of Hampshire vs John Pond of Chelsea Robinson of Greenwich vs Joel Green Sargent of Pelhamstown & Wheelwright both in the County aforesaid Depts in a Plea de as is set forth in the Declaration on File &c This Action was entered at the last Term & continued to this Time & now at this Time neither Party appearing in Court this Action is dismissed

Pond
Robinson
Jan 8 1796

Moses Bliff of Springfield in the County of Hampshire vs Aaron Bliff of Conway in the same County vs Aaron Bliff of Springfield in a Plea of the Case for that Aaron at Springfield on July 23 1794 by his Note for Value recd promised & Aaron to pay him or Order Twenty two pounds ten Shillings equal to seventy Dollars by October 1st 1795 with Interest - yet the Plaintiff requested the said Aaron has never paid the same but neglects it to the Damage of said Moses thirty Dollars - This Action was entered at the last Term & continued to this Time - and now the Plaintiff appears at the Bench the three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Moses do recover against the said Aaron Eighty five Dollars & twenty five Cents Damages & Costs of Suit taxed at 9. 64 & three of 4c
Ex^{ca} May 26. 1796

Bliff
Bliff
Jan 10. 1796

Jon Hall of West Springfield in the County of Hampshire vs John Winchell of the same West Springfield aforesaid Appellee from the Judgment of Abiam Burbanks Esq^r Just^{ice} Pac^o in which Case the said John was Plaintiff & the said Jon was Defendant This Appeal was entered in the Court at the last Term & continued to this Time - and now the said John being called is non suit

Hall
Winchell
Jan 16. 1796

the appellant appears & pray for his Costs. Whereupon it is considered
by the Court that the said defendant do recover against the said
his Costs in defending this Suit taxed at Sixty Dollars & fifty five
cents & thereof
Given at May 26. 1796

Butler
vs
Banksal
Jan 27 1796

Daniel Butler of Northampton in the County of Hampshire
Trader Plaintiff vs. Reuben Banks Trader & James Banks his Son
both of Williamsburgh in the same County Defendants in a Plea
as is set forth in the Writ on File. This action was entered
at the last Term & continued to this Time. And now at
this Time the Plaintiff & the Defendant the three things
called to come into Court make default of appearance
here. Whereupon it is considered by the Court that the said
Daniel do recover against the Reuben & James
& Costs of Suit taxed at Six =
Dollars & 09 cents & thereof &c

Same
vs
Lee
Jan 22 1796

Daniel Butler of Northampton in the County of Hampshire Trader
Plaintiff vs. Elijah Lee of South Hadley in the same County Defendant
in a Plea as is set forth in the Writ on File. This action
was commenced at the last Term & continued to this Time
And now at this Time neither party appearing in Court
this case is dismissed

Beland
vs
Lumley
Jan 19 1796

Norman Beland of German Flatts in the County of Rockham
& State of New York Defendant Plaintiff vs. Thomas Lumley of New
in the County of Hampshire Defendant in a Plea of Trespass
on the Case for that the said Thomas at Belkinstown in the County
of Hampshire upwards on the eleventh day of October in the year
of our Lord One thousand seven hundred & ninety One by his Note
for Value received procured said Norman to pay him or Order
Ninety four pounds lawful Silver money in four years from
the Date with Interest from the first day of April then next
And the Plaintiff avers that the sum mentioned in said Note is
equal in Value to three hundred thirty two Dollars & thirty
four cents. That said Thomas the often requested hath never
performed his said promise but neglects it to the Damage
of the said Norman five hundred Dollars. This action
was entered in this Court at the last Term & since & from
thence continued to this Time. And now the Plaintiff by
Sumner Hinckley Esq. his Att. & the Defendant by Sumner Strong Esq.
his Att. comes & defends &c & reserving Liberty to plead the gen
eral Issue on Trial of Appeal & waive Plea for plea says he never
received the Bond in manner & form as the Plaintiff in his
Declaration hath alleged & therefore puts himself on the Country
consenting that no trial be had in this Case on his part
And the said Norman consenting says that the Plea of the said
Thomas above pleaded is insufficient and that the Thomas
says his Plea is insufficient. Whereupon all & singular the
Premises being seen & understood it appears to the Court that the
Plea pleaded of the Defendant & the matters in the same
contained is an insufficient answer to the Declaration of the
said Norman & ought not to be taken to him, & he having
& enacting his said Plea. Therefore it is ordered that

by the Court that the said Norman do recover against the said Thomas three hundred ninety one Dollars & seventeen cents Damages & Cost of Suit taxed at twenty four Dollars & fifteen cents Whereupon the said Thomas in his own Person here in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden up Northampton in & for the County of Hampshire shire on the fourth Tuesday of September next & he recognizeth with Sureties for his prosecuting his said Appeal with Effect &c

Samuel Mather Esq^r of Westfield Gloucest^r Mather & Timothy Mather both of Northampton Gent^{rs} all in the County of Hampshire Plaintiffs vs Hugh Moor Johnston late of Pelham in the same County Defendant in a Plea of the Case for that the said Johnston by his Note for Value rec^d at said Northampton on June 1. 1792 promised the Plaintiffs to pay them sixteen pounds, three shillings & four pence equal to fifty five Dollars & fifty five Cents & five mills by November 1. 1794 with Interest &c but Johnston the requested has never paid the same but neglects it to the Damage of said Plaintiffs one hundred Dollars This Action was entered at the last Term & continued to this Term — And now the Plaintiffs appear & the Defendant the their Term as called to come into Court makes Default of Appearance in Court — Whereupon it is considered by the Court that the Plaintiffs do recover against the said Johnston sixty eight Dollars & seventy three cents Damages & Cost of Suit taxed at Dol. 9. 66 & thereof — Ex cor^{am} May 28. 1796 Mather & al

Joseph Silvester Parley & Solomon Puffer both of Chesterfield in the County of Hampshire Joint Debtors vs Luther Bisbee of Cummington in the same County Gent^l Defendant in a Plea of the Case for that the said Luther at Chesterfield on June 12th last being justly indebted to the Plaintiffs in the Sum of fourteen pounds eight shillings & four pence equal to forty seven Dollars & eighty nine Cents for divers Goods &c then before that Time sold & delivered at his Request, in Consideration whereof the said Luther promised to pay them the same on Demand Yet said Luther the often requested has never paid the same but neglects it to the Damage of said Joseph & Solomon ninety Dollars — This Action was entered up the last Term when the Plaintiffs appeared & the Defendant the their Term as called to come into Court made Default of Appearance in Court & the Case was continued for Judgment to this Term — And now the Plaintiffs appear & pray Judgment Whereupon it is considered by the Court that the said Joseph & Solomon do recover against the said Luther Fifty Dollars Damages & Cost of Suit taxed at Dol. 9. 62 & thereof — Ex cor^{am} May 26 1796 Parley & al

Benjamin Parsons of Goshen in the County of Hampshire Gent^l Plaintiff vs Luther Bisbee of Cummington in the same County Gent^l Defendant in a Plea of the Case for that said Luther at Goshen on October 10th last by his Note for Value rec^d promised the Plaintiff to pay him on Demand twenty nine Dollars & sixty six Cents Yet said Luther the requested has not paid the same but neglects it to the Damage of said Benjamin Sixty Dollars Parsons

This action was entered at the last Term of this Court when the
Plff appeared & the Deft the three Times called to come into Court
on the Default of appearance in Court & the Case was motion
out to this Term & had now the Plff appears & pray, Judg-
ment & whereupon it is considered by the Court that the
Defender do recover against the Plaintiff Thirty Dollars & seventy
five Cents Damages & Costs of Suit taxed at Nine Dollars
& nine Cents & thereof do. Exon off May 26 1796

Parsons

Phillips 2d
Jan 30. 1796

Ben^r Parsons of Goshen in the County of Hampshire Gent^r
vs. Ben^r Phillips & Alexander Phillips both of Chesterfield in the
same County persons Deft in a Plea as is at large set
forth in the Declaration on File do. This action was entered at the
last Term & continued to this Term & and now neither
Party appearing in Court this action is dismissed

Gragg

Devol
Jan 31. 1796

Jacob Gragg of Colrain in the County of Hampshire Gent^r
vs. Josiah Devol of Ashfield in the same County Person
Deft in a Plea of the Case for that J^r Josiah ad J^r Colrain on
January 28th last by his Note for Value rec^d promised said
Jacob to pay him on Order Twenty pounds equal to sixty six
Dollars & sixty seven Cents October 4th 1795 then writt with interest
of J^r Josiah the requested has never paid the same but neglects
it to the Damage of J^r Jacob one hundred Dollars. This action
was entered at the last Term of this Court & continued to this
Term & and now the Plff appears & the Deft the three Times
called to come into Court makes Default of appearance here
whereupon it is considered by the Court that the J^r Jacob do recover
against J^r Josiah Twenty one Dollars & seventy two Cents Damages
& Costs of Suit taxed at Ten Dollars & seventy six Cents & thereof
do. Exon off May 26. 1796

Barthol

Thwing
Jan 32 1796

Benjamin Barthol of Montague in the County of Hampshire
Blacksmiths Paper vs. Nathaniel Thwing of Greenfield in the
same County Tinner Deft in a Plea of the Case for that J^r
Nathaniel ad J^r Greenfield on September 17th last by his Note
for Value rec^d promised J^r Benjamin to pay him on Order
Forty six Dollars on Demand with interest of J^r Nathaniel
the requested has never paid the same but neglects it to the
Damage of J^r Benjamin eighty Dollars This action was entered in
Court at the last Term & continued to this Term & and
now the Plff appears & the Deft the three Times called makes
Default of appearance in Court & whereupon it is considered
by the Court that the J^r Benjamin do recover against the said
Nathaniel Forty seven Dollars & eighty five Cents Damages
& Costs of Suit taxed at eleven Dollars & twenty two Cents &
thereof do. Exon off May 26th 1796

Giles

Tapoor
Jan 33 1796

John Giles of Charlemont in the County of Hampshire Yeoman Plff.
vs. Calvin Tapoor of the same Charlemont Taylor Deft in a Plea
of the Case for that J^r Calvin ad J^r Greenfield on August 28th 1794
by his Note for Value rec^d promised the Plff to pay him on Order
seven pounds money worth of gold & silver equal to fifty six
Dollars & sixty seven Cents by October 2nd 1795 with Interest
and J^r said Calvin the requested has never paid the same

but neglects it to the Damage of said John Sixty Dollars - This
Action was entered at the last Term & continued to this Time and
now the Deft appears & the Deft the three Times called to come into
Court makes Default of Appearance here wherefore it is consid-
ered by the Court that the said John do recover against the said
Calvin Twenty three Dollars & twenty three Cents Damages & Costs
of suit taxed at \$20. 14. 88 & Paid of de. Execut^d May 26. 1796

Jonathan Leavitt of Heath in the County of Hampshire Clerk Leavitt
Plff vs. James Marston of Northfield in the same County Deft
Deft in & Plea de as set forth in the Declaration on File de Marston
This Action was commenced at the last Term & continued to this Jan 31. 1796
Time & now neither Party appearing this Action is dismissed

Dan Cook of Greenfield in the County of Hampshire, Plff Cook
vs. Daniel Barker of Gt. in the same County Deft
Part of the Case for that D Barker at Greenfield a thousand
on May 17. 1793. by his Note for Value recd promised the Jan 27. 1796
Plff to pay him on Order Fifty pounds twelve shillings equal
to one hundred sixty eight Dollars & sixty seven Cents on Demand
with Interest Yet he hath never paid the same the requested
but neglects it to the Damage of Dan two hundred & fifty
Dollars This Action was entered at the last Term & continued
to this Time and now the Plff appears & the Deft the
three Times called to come into Court makes Default of
Appearance here wherefore it is considered by the Court
that Dan do recover against Daniel one hundred eighty
five Dollars & sixty eight Cents Damages & Costs of suit
taxed at Twelve Dollars & nineteen Cents & Paid of de.
Execut^d May 28. 1796

Thomas Wells & Samuel Wells both of Deerfield in the County of
Hampshire Plffs vs. Jonathan Smith of the same Deerfield
Deft in & Plea of the Case for that S Jonathan at
said Deerfield on December 28th 1792 by his Note for Value
recd promised said Jonathan this alive to pay him Eight
pounds fourteen shillings & two pence on Demand with
Interest till paid. Yet Jonathan the requested has not
paid the same to S Jonathan when living or S Administrator
since his Death but neglects it to the Damage of said
Administrators forty Dollars This Action was entered at
the last Term of the Court & continued to this Time and
now the Plff appears & the S Jonathan the three Times called
to come into Court makes Default of Appearance here
wherefore it is considered by the Court that the S Adm^r in their
said Capacity do recover against S Jonathan Twenty
four Dollars & sixty eight Cents Damages & Costs of suit tax-
ed at nine Dollars & six Cents & Paid of de

Quarles Wells of Deerfield in the County of Hampshire Plff Wells
Plffs vs. Rufus & Timothy Mary both of Deerfield a joint Plffs
in & Plea of the Case for that S Rufus & Timothy at Deerfield on
November 5th 1794 by their Note for Value recd promised S Charles to
pay him on Order Twelve pounds & sixteen shillings on March 1st
then next with Interest Yet S Rufus & Timothy the requested have
never paid the same but neglects it to the Damage of said
Quarles forty Dollars This Action was entered at the last Term of

this Court & continued to this Time & now the said array & the Def^{ts}
the three Times called to come into Court. make Default of Appearance here
Wherefore it is considered by the Court that the said Deputies do recover
against the said Rufus & Timothy Twenty six Dollars & Sixty cents
Damages & Cost of Suit taxed at \$ot 7. 92 & thereof &c
Decord May 27. 1796

Church & al
vs
Harris
Jan 42 1796

Samuel Church & Samuel Harris both of Sunderland in the
County of Hampshire Traders vs. Rufus Harris of Deerfield
in that same County as common Debt in a Plea of the Case for
that said Rufus aka Sunderland on October 22th last by his
Note for Value rec^d promised Samuel & Samuel to pay them
Five pounds & three Shillings (equal to Seventeen Dollars & seven ten
cents) on Demand with Interest y^ts Rufus the requested
has now paid the same but neglects it to the Damage of S^d Church
Twenty five Dollars. This Action was commenced at the last
Term of this Court & continued to this Time - And now the
Def^{ts} appear & the Def^{ts} the three Times called to come into Court
make Default of Appearance here Wherefore it is considered
by the Court that S^d Samuel & Samuel do recover against the
said Rufus Seventeen Dollars & seven ten cents Damages
& Cost of Suit taxed at \$ot 0. 12 & thereof &c
Decord May 27. 1796

Wells & al
vs
Harrison
Jan 43 1796

Thomas Wells & Samuel Wells both of Deerfield in the County of
Hampshire Yeoman Administrators on the Estate of Benjamin
Wells late of Deerfield & deceased dec^d Peter v. Eldad Pardee of
the same Deerfield Yeoman Debt in a Plea of the Case for that the
said Eldad aka said Deerfield by the Name of Eldad Pardee Esq^r
on March 13th 1793 by his Note for Value rec^d promised S^d
Benjamin then alive to pay him or Order twelve pounds twelve shil
lings & one penny (equal to forty two Dollars & one cent) on
Demand with Interest. Also for that said Eldad aka said
Deerfield on October 8th 1793 by his other Note for Value rec^d
promised one Samuel Wells to pay him or his Order the Sum
of seven pounds & eight Shillings on or before April 1st then next
with lawful Interest for the same till paid & S^d Pardee pay the same
is equal to twenty four Dollars & thirty four cents - And afterwards
on the same Day aka Deerfield the said Samuel by his Indorsement
on the same Note ordered the Contin^{ty} thereof then due to be paid to the
said Benjamin then alive for Value rec^d whereof S^d Eldad then & there
had Notice & became chargeable in Law to pay the same to the
said Benjamin, in Consideration thereof promised S^d Benjamin to pay
him the same accordingly y^ts Eldad the requested has never
performed either his said promises to S^d Ben^d in his lifetime
or to S^d Adm^r since y^e Decease of S^d Benjamin both neglecting it to the
Damage of said Thomas & Samuel Sixty Dollars

This Action was commenced at the last Term of this Court and
continued to this Time - And now the Def^{ts} appear by
Wright Strong Esq^r Att^y & the Def^{ts} be & on a Search his Def^{ts}
comes & defects & recovering Liberty to file a new & the Supreme
Court say he is not guilty as the Def^{ts} have alledged against
him & he has put himself on the Country - And that
Thomas & Samuel consenting to S^d Execution say the Def^{ts}
Plea & matters therein contained are insufficient in Law
& he has pray Judgment - And the S^d Eldad says it is
sufficient - Whereupon all & singular the Promises being
seen & under stood it appears to the Court that the Plea of the

Edward by him pleaded & the Matter therein contained is an issue
 present Answer to the Declaration of the D^r Thomas & Samuel, and
 ought not to preclude them from having & maintaining his D^r Action
 Cause for it is considered that D^r Thomas & Samuel in their D^r
 Capacity do recover against the D^r Edward

Damages & Costs of Suit taxed at
 War upon the D^r Edward by his Att^r a several appeals from
 the Judgment of this Court to the Supreme Judicial Court
 to be holden at Northampton in & for the County of Hamp-
 shire on the fourth Tuesday of September next & he re-
 cognizes with Sureties for D^r Edward prosecuting D^r Appeal
 doth Effect &c

Moses Rogers & William W. Wadley of the City & State of New York
 Plffs vs. Josiah Deighton & Abel Thayer both of Williamsburgh in
 the County of Hampshire Gent^l (Def^t in a Plea of the Case
 for that D^r Dwight & Thayer at Williamsburgh aforesaid on May
 1st last by their Note for Value rec^d promised the Plffs to pay
 them thirty five pounds six months after Date with Interest
 said Sum being equal to One hundred & sixteen Dollars and
 sixty six Cents & an half yet D^r Dwight & Thayer the Deft^s
 have never paid the same but neglect it to the Damage
 of D^r Moses & William One hundred & fifty Dollars
 This Action was enter^d at the last Term & continu^d to this Time
 & now the Plffs appear & the Def^t the three Times called to
 come into Court make Default of Appearance here
 wherefore it is considered by the Court that the D^r Moses &
 William do recover against the said Josiah & Abel One hundred
 twenty four Dollars & six Cents Damages & Costs of Suit taxed
 at D^r 9th 3rd & thirty &c Leon of June 25 1796

2 Rogers & W
 1
 (Dwight & Thayer
 Jan 44 1796

Consider White of Worthington in the County of Hampshire Tra White & al
 der & James Burr of Hartford in the State of Connecticut Gent^l
 Plffs vs. Luther Bisbee of Cummington in the County of Hamp^{sh} Bisbee
 Gent^l (Def^t in a Plea as set forth in the Declaration Jan 46 1796
 how on File &c This Action was enter^d at the last Term
 when the Def^t being three Times called was Defaulted &
 the Case was continued for Judgment to this Time & ad
 now the Plff being three Times called are non suit & the
 Action is dismissed

Daniel Thorne of Worthington in the County of Hampshire Yes Thorne
 man Plff vs. Samuel Hannall of Partridgefield in the Hannall
 County of Berkshire Gent^l (Def^t in a Plea of the Case for
 that D^r Samuel at Worthington aforesaid on November 27th 1796
 1794 by his Note for Value rec^d promised the Plff to pay
 him thirty four pounds & two Shillings (equal to one hundred
 thirty two Dollars & sixty six Cents & four mills) in eleven
 months with Interest till paid yet D^r Samuel the other
 requested has never performed his said promise but refuses to
 do it to the Damage of said Daniel Two hundred Dollars
 This Action was enter^d at the last Term & continued to this Time
 And now the Plff appears & the Def^t the three Times called
 to come into Court makes Default of Appearance here where
 fore it is considered by the Court that the D^r Daniel do recover
 against D^r Samuel One hundred twenty four Dollars & twenty
 four Cents Damages & Costs of Suit taxed at D^r 11th 6th &
 thirty &c Leon of May 28 1796

Hubbard
Smith
Jan 51 1796

Chester Hubbard late of a hantworth in the County of Hampshire
Widow. Pp. is. Simon Smith of the same County Gent. Def. in
a Plea of the Case for that said Simon a P. Hubbard a P. said
on May 22^d last by his Note for Value recd. promised said
Hubbard to pay him Five pounds four shillings & pence equal to
seventeen Dollars forty Cents & one third on Demand with Interest. Yet said Simon the a P. has not paid
the same but neglects it to the Damage of said Hubbard
Twenty six Dollars. This Action was entered in this Court at
the last Term & continued to this Time. And now the Pp. appears
& the Def. the three Times called to come into Court
maker Default of Appearance here. Wherefore it is considered
by the Court that the P. Hubbard do recover against the P. Simon
Eighteen Dollars & forty three Cents Damages & Costs of Suit taxed
at 7^d & 2 Pence &c. Ex. of July 1 1796

Daniels
Stichop
Jan 52 1796

Margaret Daniels of Poorway in the County of Hampshire Widow
Pp. is. Benjamin Stichop of the same County Gent. Def. in
a Plea of the Case for that said Benjamin a P. Stichop on
December 3 1795. by his Note for Value recd. promised said
Margaret to pay her Twenty five Dollars in ten days with
Interest. Yet said Benjamin the a P. has never paid the same but
neglects it to the Damage of said Margaret Thirty Dollars. This
Action was entered at the last Term & continued to this Time. And
now the Pp. appears & the Def. the three Times called to come into
Court maker Default of Appearance here. Wherefore it is considered
by the Court that the said Margaret do recover against the said
Benjamin Twenty five Dollars & sixty three Cents Damages &
Costs of Suit taxed at 8^d & 4 Pence &c. Ex. of July 6 1796

Sturford
Billings
Jan 53 1796

Henry Sturford of Poorway in the County of Hampshire Yeoman
Pp. is. Aaron Billings of the same County Yeoman Def. in
a Plea of the Case for that said Aaron a P. Sturford a P. said
on August 23 1794 by his Note for Value received promised said
Sturford to pay him or Order Twenty four pounds & 10^d equal to
eighty Dollars) all on or before November 1. 1795. Yet said
Aaron the a P. has never paid the same but neglects it to the
Damage of said Henry ninety Dollars. This Action was entered
at the last Term & continued to this Time. And now the Pp.
appears & the Def. the three Times called to come into Court
maker Default of Appearance here. Wherefore it is considered
by the Court that the said Henry do recover against the said
Aaron

Miller & al
Bennet
Jan 54 1796

Stephen Miller & Joshua Miller both of Middlebury in the County
of Middlebury Yeomen Pp. is. John Bennet of South Hadley in
the County of Hampshire Gent. Def. in a Plea of the Case for
that said John a P. Bennet a P. said on May 25 1795 by his
Note for Value recd. promised the Pp. to pay them Eighteen pounds
ten shillings & eleven pence equal to thirty five Dollars fifteen Cents
& three mills) within sixty days with Interest after that Time. Yet
said John the a P. has never paid the same but neglects it to the
Damage of said Stephen & Joshua One hundred Dollars. This
Action was commenced at the last Term & continued to this Time.
The Pp. appears & the Def. the three Times called to come into Court
maker Default of Appearance here. Wherefore it is considered by

to Court that the said Stephen & Joshua do recover against the said John
fifty seven dollars & sixty four cents Damages & Costs of Suit taxed
at ab Dot. 10⁰⁰ 47 & thereof &c

Ex. off July 14. 1796

Jamies Flower of Westfield in the County of Hampshire North Sup
v. Roland Parks of the same Westfield Gent^l Debt in a Plea of
the Case for that 3^d Roland ab 3^d Westfield on December 29. 1795
being justly indebted to the P^lff in the Sum of Fifty Dollars &
ten Cents to ball^l took Receipts for said Goods & before that
Time sold & delivered at his Request, in Consideration thereof
3^d Roland promised the P^lff to pay him the same on Demand
yet said Roland the requested has never performed his said
promise but unjustly neglects it to the Damage of P^lff
sixty Dollars This Action was entered at the last Term & contin-
ued to this Time - The P^lff now appears & the Def^t the three
Times called to come into Court under Default of Appearance
here Wherefore it is considered by the Court that the P^lff
do recover against the 3^d Roland Fifty Dollars & ten Cents
Damages & Costs of Suit taxed at Dot. 9⁰⁰ 43 & thereof &c
Ex. off May 26 1796

Flower
Parks
Jan 17 59 1796

Henry Dwight of Chester in the County of Hampshire Gent^l P^lff
v. David Leonard of Palmer in the same County Wheelbarrow Def^t
in a Plea of the Case for that 3^d David ab 3^d Chester on October
11th 1792 being indebted to the P^lff in the Sum of thirty six
Dollars according to the Receipts annexed to the Plea then & there
in Consideration thereof promised the P^lff to pay him the same
Sum on Demand & the interest yet said David the requested
has not paid the same but neglects it to the Damage of said
Henry Eighty Dollars This Action was commenced at the last
Term & continued to this Time - and now the P^lff appears
& the Def^t the three Times called to come into Court under
Default of Appearance here Wherefore it is considered by the
Court that the said Henry do recover against the P^l David
Forty four Dollars Damages & Costs of Suit taxed at
Dollars & forty Cents & thereof &c Ex. off May 26. 1796

Dwight
Leonard
Jan 62 1796

Joseph Cary of Middlefield in the County of Hampshire yeoman
P^lff v. David West of the same Middlefield yeoman & husband
West of Middlefield yeoman Def^t in a Plea as set forth
in the Declaration on file &c This Action was entered at the last
Term of this Court & continued to this Time - and now neither
Party appearing in Court this Action is dismissed

Cary
West
Jan 63. 1796

William Turner of Springham in the County of Berkshire yeoman
P^lff v. Nathan Varney of Chester in the County of Hampshire
yeoman Def^t in a Plea of the Case for that P^l Nathan ab said
Chester on December 27. 1792 by his Note for Value received
promised the P^lff to pay him within formally 2th equal to
Fifty Dollars in merchantable West Stock ab or before October
1st or merchantable stock ab or before December 20th 1795
with Interest yet said Nathan the requested has not performed
his said promise but neglects it to the Damage of P^l William
sixty six Dollars - This Action was entered at the last Term
& continued to this Time - and now the P^lff appears & the Def^t
the three Times called to come into Court under Default of Appear-
ance here - Wherefore it is considered by the Court that the P^l
William do recover against P^l Nathan Sixty Dollars & eight Cents
Damages & Costs of Suit taxed at Dot. 12⁰⁰ 35 & thereof &c
Ex. off May 26 1796

Turner
Varney
Jan 64. 1796

Fuller & al
vs
Brown & al
Jan 69 1796

Nathan Fuller of Goshen & Joseph Smith Junr of Ashfield in the County of Hampshire South Deputies in Trade vs. Woodward Brown late of Ashfield aforesaid yeoman & Lebeus Rude of the same Ashfield aforesaid Trustees of P. Woodward (Depts in a Case of the Car for that the P. Brown at Ashfield aforesaid on December 29. 1795 in Consideration that the Depts had then before that Time at the Special Instance & Request of P. Brown sold & delivered him sundry Goods as there & there appeared on himself & to the P. Fuller & Smith promised to pay them so much money as the same Goods &c were reasonably worth on Demand & that the Depts aver that the same were reasonably worth four pounds nine shillings & nine pence equal to seventeen Dollars & ninety six Cents yet P. Brown the requested has never paid the same but avers it to be the Damage of P. Fullers Smith Thirty Dollars; and that the P. Brown has not in his own hands Goods & Estate to the Value of thirty Dollars which can become attached but has entrusted in the hands of the P. Lebeus Goods Effects & Credits to that Value — This Action was entered at the last Term when the said Lebeus came into Court & being sworn &c declares upon his Oath that at the Time of the Service of the Writ on him the said Brown held a Note against him for twelve pounds or thirty Dollars payable in April 1796 — and then the Case was continued to this Time and now the Depts appeared the said Brown & the three Trins called to come into Court make Depts and of appearance here Wherefore it is considered by the Court that the P. Nathan & Smith do recover against the P. Woodward fourteen Dollars & ninety six Cents Damages & Cost of Suit taxed at 13.49 & there of &c
Done at May 26 1796

Asa White of Williamsburgh in the County of Hampshire Trader & John Towne Trader & Cornsafford Physician both of Portland in the same County Depts in and for the Case for that the d^r Parson and John at Williamsburgh appeared on June 10. 1795 by their Wrote for Value rec^d pronounced the J^{ps} to pay him or Order Sixty two pounds fourteen shillings equal to Two hundred & nine Dollars & six cents. the 15th day of October then next with Interest after such a J^{ps} & Parson & John the requested have not paid the same but neglect it to the Damage of Asa three hundred Dollars — This action was entered at the last Term & continued to this Term and now the J^{ps} appears & the Depts the three Times called to come into Court make default of appearance here wherefore it is considered by the Court that the d^r Asa do recover against P^r Parson & John One hundred eighty five dollars & forty two cents Damages & costs of Suit taxed at 20^{cts} D^y 1795 & therefore Ex^h J^{ps} May 26. 1796

[illegible]

John Lafford of Buckland in the County of Hampshire Plaintiff
vs. Phineas Ward of the same Buckland Defendant a
Pla of the Case for that said Phineas a b Buckland & on said on
November 27th last by his Note for Value received promised the
Plff to pay him or Order Fifteen Dollars & sixty four Cents & the
subscribed on Demand yet said Phineas has requested his recd
inside the same but neglects it to the Damage of said John
thirty Dollars - This Action was entered at the last Term and
continued to this Time - The Plff appears & the Def^t has three
Times called to come into Court makes Default of appearance
here Wherefore it is considered by the Court that the Plff do
recover against the said Phineas sixteen Dollars & thirteen
Cents Damages & Costs of Suit taxed at Dot. 11th 22 & thereupon
Executed May 26. 1796

Lafford
Ward
Jan 72 1796

Thomas White of Ashfield in the County of Hampshire Plaintiff: White
vs. Benjamin Stumbleton of Conway in the same
County Defendant a Pla of the Case for that said
Benjamin at Ashfield & on said on December 28th last was
indebted to the Plff in the sum of six pounds nineteen shillings
being lawful money equal to twenty three dollars & seventeen Cents
to balance Account according to the Account composed the which
his Consideration whereof Benjamin promised the Plff to
pay him the same on Demand - yet Benjamin has requested
that his recd paid the same but neglects it to the Damage of
P Thomas forty Dollars - This Action was entered at the last Term
of the Court & continued to this Time - And now the Plff appears
& the Def^t has three Times called to come into Court
makes Default of appearance here Wherefore it is considered
by the Court that the said Thomas do recover against the said
Benjamin Twenty three dollars & seventeen Cents Damages
& Costs of Suit taxed at Dot. 9th 63 & thereupon
Executed May 26. 1796

Stumbleton
Jan 73 1796

George Bady of Hudson in the County of Columbia & State of New York
vs. Aaron Hayden of Conway in the County of Hamps
shire Plaintiff (Def^t in a Pla of the Case for that said Aaron at Conway
expressed on October 1st 1794 by his Note for Value recd promised
the Plff to pay him or Order fourteen pounds eighteen shillings &
seven pence equal to forty nine Dollars & seventy six Cents) by
Mark T. then with witness Robert A. B. 3^d Aaron has requested
has not paid the same but neglects it to the Damage of said
George forty Dollars - This Action was entered at the last Term
& continued to this Time - And now the Plff appears & the
Def^t has three Times called to come into Court makes Default of
appearance here Wherefore it is considered by the Court
that the Plff George do recover against the said Aaron Seventy
two Dollars & ninety two Cents Damages & Costs of Suit taxed
at Dot. 12th 26 & thereupon
Executed May 26. 1796

Hayden
Jan 74. 1796

Charles Hornum Jun^r of Danfield in the County of Hampshire Plaintiff
vs. Spencer Puffer of Hawley in the same County Defendant
Def^t in a Pla as is set forth in the Declaration on File
This Action was entered at the last Term & continued to this
Time - And now neither Party appearing this Action is
dismissed

Puffer
Jan 76. 1796

Ward
Pottwood
Jan 78 1796

Alexander Ward of Ashfield in the County of Hampshire yeoman
Plff vs Samuel Pottwood of Downey in the same County Gent^l Dep^t
in a Plea of the Case for that S^d Samuel all Ashfield aforesaid on May
16th last by his Note for Value rec^d promised the Plff to pay him or
Order Thirty pounds / equal to One hundred Dollars / within three
months with Interest after due — Yet S^d Samuel the requested
has never paid the same but neglects it to the Damage of said
Alexander One hundred & fifty Dollars — This Action was entered in
this Court at the last Term thereof & continued to this Time And
now the Plff appears & the Dep^t the three Times called to come into
Court makes Default of Appearance here Wherefore it is
considered by the Court that S^d Alexander do recover against
the said Samuel One hundred & seven Dollars & fifty Cents Damages
& Costs of Suit taxed at Dot^l 10^l 7^l 6^l & thereof &c
Ex con^o p^o May 26 1796

Wellington
May
Jan 79 1796

Samuel Wellington of Windsor in the County of Berkshire yeoman
Plff vs Theodore May of Downey in the County of Hampshire yeoman
Dep^t in a Plea of the Case for that S^d Theodore all Windsor via Ashfield on
May 16th last by his Note for Value rec^d promised the Plff to pay
him or Order Four pounds sixteen shillings & nine pence equal to
sixteen Dollars twelve Cents & pence full by September 18th then with
with Interest Yet said Theodore the often requested has never paid
the same but neglects it to the Damage of said Samuel thirty Dollars
This Action was entered in this Court at the last Term & continued to
this Time — And now the Plff appears & the Dep^t the three Times
called to come into Court makes Default of Appearance here —
Wherefore it is considered by the Court that the S^d Samuel do recover
against S^d Theodore Seventeen Dollars & thirteen Cents Damages &
Costs of Suit taxed at Dot^l 15^l 5^l 9^l & thereof &c Ex con^o p^o May 26 1796

Bangs
Brother
Jan 80 1796

Edward Bangs of Worcester in the County of Worcester Esq^r Plff vs Solomon
Brother of Northfield in the County of Hampshire Gent^l Dep^t in a Plea
of the Case for that S^d Solomon all Northampton on May 6th 1793 by his Note
for Value rec^d promised the Plff to pay him or Order Three pounds ten
shillings / equal to eleven Dollars & sixty six Cents / with Interest till paid
Also for that said Solomon all Northampton aforesaid on November
18th last being indebted to the Plff in one other Sum of Twelve pounds
nineteen shillings & eight pence equal to forty three Dollars & twenty
seven Cents according to the Quants annexed to the Writs then and
there in Consideration of the same promised the Plff to pay him the
same Sum on Demand Yet S^d Solomon the requested has not
paid either the Sum aforesaid but neglects it to the Damage of the
said Edward One hundred Dollars This Action was commenced at the
last Term & continued to this Time — And now the Plff appears
& the Dep^t the three Times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that the
S^d Edward do recover against the said Solomon Fifty seven Dollars
& six Cents Damages & Costs of Suit taxed at Dot^l 12^l 7^l 9^l & thereof &c
Ex con^o p^o May 26 1796

Pomeroy
Wells
Jan 82 1796

Glebe Stephen Pomeroy of Bernardsburg in the County of Hampshire Esq^r
Plff vs Solomon Wells of Northfield in the same County Esq^r Dep^t
in a Plea of the Case for that S^d Solomon all Northfield aforesaid
on April 14th last by his Note for Value rec^d promised the Plff to
pay him or his Order Five pounds / with Value of sixteen Dollars &
sixty six Cents on Demand with Interest — Also for that S^d Solomon all
Northfield aforesaid on June 8th last by his other Note for Value
rec^d promised the Plff to pay him two pounds nineteen shillings
(of the Value of nine Dollars & eighty three Cents) by August 1st then

up with Interest yet the requested S. Tolson has not paid either the
sums aforesaid but neglects it to the Damage of 100 Dollars thirty Dollars
This Action was entered at the last Term of the Court & continued to
this Term and now the Plaintiff appears & the Defth the three Times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the S. Tolson do recover
against the said Tolson Twenty Dollars & sixty Cents Damages
& Costs of Suit taxed at 100. 11. 36 & thereof &
Executed May 26 1796

James Goldsbury Esq^r & Others all of Warwick in the County of Goldsbury & al
Hampshire Trustees of the Congregational Society in Warwick Esq^r Fuller
v. Will Fuller of Orange in the same County yeoman Defth Fuller
in a Plea as set forth in the Declaration on File This Case was
entered at the last Term & continued to this Time and now nei
ther Party appearing in Court this Action is dismissed

Abel Wells of Lymington in the County of Hampshire yeoman Appellant
vs. Selah Chapin & Isaac Aldrich both of the same Lymington yeoman
Appellees from the Judgment of Hon^{ble} Newcomb Esq^r what Pass
This Action was entered at the last Term & continued to this Time
and now neither Party appearing in Court this Action is dismissed
Wells Appel^t
Chapin & al
Jan 84 1796

James Biagg of Thompson in the County of Tolland State of Conn Pragg
next to yeoman Paper Benjamin Hickox of Conway in the
County of paper Defth in a Plea of the Case for that said Hickox
Benjamin at Thompson viz at Northampton on May 2 1795 Jan 85 1796
by his Note for Value rec^d promised S. Laines to pay him or
Order Six pounds (equal to twenty Dollars) within four months
with Interest yet said Benjamin the requested has never
performed his said promise but neglects it to the Damage of
said Laines twenty two Dollars This Action was commenced
at the last Term & continued to this Time and now the Plaintiff
appears & the Defth the three Times called to come into Court
makes Default of Appearance here Wherefore it is consider
ed by the Court that S. Laines do recover against the said
Benjamin

Jeremiah Atwater the Squire of New Haven in the County of Atwater
New Haven & State of Connecticut Gent^l Paper Phineas venter
of Norwich in the County of Hampshire Jan keeper Defth in a
Plea of the Case for that S. Phineas at S. Norwich on September 17th
1793 by his Note for Value rec^d promised our S^r Atwater
to pay him or Order Two hundred & fifteen pounds six shillings
& four pence L^{ts} equal to seven hundred & seven teen Dollars &
sixty eight Cents on Demand with Interest and afterwards
on April 14. 1794 at Westfield the S. S^r by his Indorsement
on said Note directed the Contents thereof then due to be paid to S.
Jeremiah whereof S. Phineas then & there had Notice & in Consider
ation thereof promised S. Jeremiah to pay him the same accord
ingly yet S. Phineas the requested has not paid the same but
neglects it to the Damage of S. Jeremiah One thousand Dollars
This Action was entered at the last Term of the Court & continued
to this Time and now at this Time the Plaintiff appears & the Defth
the three Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the S^r Jeremiah do recover
against the said S. Phineas Eight hundred Dollars
two Dollars & sixty Cents Damages & Costs of Suit taxed at 100. 11. 36
& thereof &
Executed May 26. 1796

Lincoln
Chland & al
Jan 93. 1796

Thomas Lincoln of Warr in the County of Hampshire Plaintiff
Samuel Chland & Norman Chland both late of Warr ahusaid
Defendants in a Plea of Covenant broken for that the said Sam-
uel & Norman ahusaid on the eleventh day of October in
the year of our Lord seventeen hundred & ninety one made sealed &
delivered to the said Thomas their Deed of that Date in Court to be
produced by which Deed it is witnessed & testified that for & in Con-
sideration of the Sum of One hundred & thirty pounds then paid
by the Plaintiff to the said Samuel & Norman they the said Samuel & Norman
did give grant bargain sell alone & alone convey & conveyance to
the Plaintiff his heirs & assigns forever to them their heirs forever one Tract
or parcel of Land in Warr bounded as follows beginning at the
South East Corner of Lot & a half of Stone the North East Corner
of Big Legats Lot thence West eleven degrees & a half South on Le-
gats North Line about one hundred & forty rods to a Walnut Tree
with Stone about six thence North about eighty six rods to a stake
& Stone thence East eleven degrees & a half North as the Line stands
about one hundred & forty rods to a Stake & Stone about two rods
South of Stewart's Line thence South about 80 rods to the
first mentioned bounds containing eighty nine acres or less exclu-
sive of the County Road leading thro' the same & the said Samuel and
Norman did among other Things covenant to & with the said
Lincoln in & by their said Deed that before & unto the en-
closing thereof they were the true sole proper & lawful Owners &
Possessors of the above granted premises with the appurtenances
& had in themselves good right full Power & lawful Autho-
rity to give grant bargain sell alone & alone convey and
conveyance the same as ahusaid now the Plaintiff says that after
the time of executing said Deed the said Samuel & Norman will
not be the true sole proper & lawful Owners & Possessors of said
granted premises & had no right to convey & sell & premises
& the said Samuel & Norman have not kept their Covenants
but have broken the same to the Damage of the said Thomas Two
hundred pounds. This Action was commenced at the last
Term of the Court & from thence continued to this Time.

And now at this Time the Plaintiff appears by Simon Strong Esq.
his Atty & the Defendant by Samuel Finch Esq. their Atty. Come &
defend the Foreclosures whereof & for which they have not
broken their Covenants in Warr & Normans as the Plaintiff in his
Declaration hath alleged & things said themselves on the Country
And the said Thomas likewise. Whereupon a Jury at this
Time returned & impeached as the Statute in such Case
provided directly being sworn to try the Issue deliv'ed upon
them that they find the Defendant did not break their Covenants.

And thereupon it is considered by the Court that the said Samuel &
Norman do answer against the said Thomas their Costs in depending
the Suit of the said Thomas taxed at twenty eight Dollars & seventy
seven Cents. Whereupon the said Plaintiff in his own Person now
here in Court & ready money in payment of this Court to the Tre-
surer & Judicial Court to be holden at Northampton on & for
the County of Hampshire on the fourth Tuesday of September
next at the Request of the Plaintiff for his prosecuting the same
to effect.

John Worthington of Springfield in the County of Hampshire Esq^r
 J^y 11. Samuel Kendall Esq^r & William Garrison Esq^r both
 of New Salem in the same County Depts in a Plea of the Case for that
 said Kendall & Garrison a^t said New Salem on June 1st 1793 by
 their Note for Value rec^d promised said John to pay him or Order
 fifteen pounds eleven shillings & four pence equal to fifty one Dollars
 & eighty nine cents on Demand with Interest Yet said Kendall and
 Garrison have not paid the same but neglected it to the
 Damage of said John Seventy Dollars This Action was commenced
 at January Term last & continued to this Time & now the
 Depts appear & the said Samuel & William the three Times called
 to come into Court makes Default of Appearance here Wherefore it is
 considered by the Court that the said John do recover against the
 said Samuel & William Sixty one Dollars & fourteen cents Damages & Costs
 of Suit taxed at Ten Dollars & six cents & three pence
 Given at May 31st 1796

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 Worthington &
 Kendall & al
 Jan 97. 1796

Luther Loomis Trader & Thomas Parker Jun^r Trader both of W^{est}field
 in the County of Hartford & State of Connecticut Depts at W^{est}field
 of W^{est}field in the County of Hampshire Esq^r Depts in a Plea of
 the Case for that said Lot of W^{est}field in a Plea of the Case for that
 last past by his Note for Value rec^d promised said Luther & Thomas
 to pay them thirty two pounds nineteen shillings & nine pence equal
 to One hundred & nine Dollars & twenty six cents on Demand
 with Interest Yet said Lot the requested hath never paid
 the same but neglected it to the Damage of said Luther & Thomas
 One hundred & twenty Dollars This Action was entered at the
 last Term & continued to this Time & now the Depts
 appear & the Depts the three Times called to come into Court
 makes Default of Appearance here Wherefore it is consid
 ered by the Court that the said Luther & Thomas do recover
 against the said Lot One hundred seventeen Dollars & forty
 six cents Damages & Costs of Suit taxed at \$12. 16 &
 three pence
 Given at June 13. 1796.

Loomis & al
 Parker
 Jan 14 99 1796

Benjamin Montague of Charlemont in the County of Hampshire
 Gent^l Depts at Oliver Shattuck of Hadley in the same County
 Gent^l Depts in a Plea of the Case for that said Oliver also Charlemont
 on June 22 1795 by his Note for Value rec^d promised said
 Benjamin to pay him or Order Eight pounds equal to twenty six
 Dollars & sixty seven cents within three months with Interest
 Yet said Oliver the requested has never paid the same but neglects
 to do it to the Damage of said Benjamin thirty five Dollars This
 Case was entered at the last Term & continued to this Time
 and now the Depts appear & the Depts the three Times called
 to come into Court makes Default of Appearance here Where
 fore it is considered by the Court that the said Benjamin do re
 cover against the said Oliver Twenty eight Dollars & eleven
 cents Damages & Costs of Suit taxed at \$12. 2 & three pence
 Given at May 26. 1796

Montague
 Shattuck
 Jan 102 1796

George Brown Robert L. Brown & Samuel L. Brown all of New York
 in the State of New York Merchants Depts at Noah Goodenow Esq^r
 & John Goodenow Esq^r both of South Hadley in the County of Hampshire
 of Charlemont Gent^l all in a Plea of the Case for that said Noah & Samuel
 in a Plea of the Case for that said Noah & Samuel a^t said New Salem
 said South Hadley on June 23 1794 by their Note for Value
 rec^d promised said George Robert L. & Samuel to pay them
 or their Order the Sum of three hundred & sixty six Dollars
 & one quarter of a Dollar on or before November 15. 1795 with

Brown & al
 Jan 105 1796

Unpaid Interest - Yet Noah Tins & Sonson the request have not
over paid the same but neglect it to the Damage of the Plaintiff from whom
due & seventy Dollars. This Cause was commenced at the last Term
of the Court & continued to this Time - And now the Plaintiff appears
& the Defendant the three Times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that
the Plaintiff do recover against the Defendant Four hundred & fourteen
Dollars & seven pence Cent Damages & Cost of Suit taxed at Dollars
13¹¹ 61 & thereof do. Execut. sp. May 26 1796 -

Mather Es
Morley & Co
Jan 188 1796

Samuel Mather of Westfield in the County of Hampshire Esq. Plaintiff
John Morley of the same Westfield yeoman & Samuel Foster of said
Westfield Esq. Agent & Trustee of John Deft in a Plea that said
John tender to him the said Mather Seventy Dollars & six pence which
to him he owes & from him detains for this viz that whereas the
said Mather by the Consideration of the Court at September
Term 1795 recovered of said John sixty nine Dollars & eighty seven
pence Damages & seven Dollars & seventy one pence Cost of Suit
which Judgment in part to wit for sixty nine Dollars & eighty
seven pence, whereas Action hath accrued due, yet the said Morley
the request has not paid the same but neglect it to the Damage
of the said Mather One hundred Dollars - And the said Mather says the said John
has not in his own hands Goods & Estate to the Value of 100 Dollars
which can be shown as to be attached but has intrusted to be deposi-
ted in the hands & possession of the said Samuel Foster Esq. Goods
to the said Value &c. - The Action was entered at the last Term
& continued to this Time - And now the Plaintiff appears - And the
Agents Examination put in under Oath is produced in Court
which the Plaintiff accepts, but the same being taken out of the Files
is not had to be recorded - The Deft being three Times called
to come into Court makes Default of Appearance here -
Wherefore it is considered by the Court that the said Mather
do recover against the said Morley Seventy three Dollars & eighty
six pence Debt & Cost of Suit taxed at Dol. 10. 48 & thereof
do. Execut. sp. May 28 1796 -

Seal
Shepherd
Jan 110 1796

Lophor Seal of Southampton in the County of Hampshire yeoman
Pliff vs. Daniel Sanford of Newbury in the same County yeoman
Deft in a Plea of the Case for that the said Daniel at the said Newbury on
December 2^d 1793 by his Note for Value recd promised the Plaintiff
to pay him Twenty pounds equal to sixty six Dollars Sixty
six pence & six mules in Beef pork or Grain in two years
with Interest Yet said Daniel the request has recovered
the same but neglect it to the Damage of the Plaintiff One hundred
Dollars This Cause was entered at the last Term & continued to this
Time - And now the Plaintiff appears & the Deft the three Times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the said Lophor
do recover against the said Daniel Seventy six Dollars & eighty
eight pence Damages & Cost of Suit taxed at Eighty Dollars &
99 pence & thereof do. Execut. sp. May 28 1796 -

Stoddard
Tinsley
Jan 113 1796

Stoddard Stoddard of Granville in the County of Hampshire yeoman
Pliff vs. Noah Dewey Esq. of Westfield in the same County Agent
Deft in a Plea of the Case for that the said Noah at the said Westfield on
April 30th 1795 by his Note for Value recd promised one Box of
Beef to pay him or Order Twelve pounds equal to forty Dollars

with Interest on or before November 1st then next & afterwards did on October 1st last at P^r Granville said Error by his Indorsement on the same Note appointed the same to be paid to S^r Baris for Value recd whereof S^r Noels had Notice & in Consideration thereof promised S^r Baris to pay the same accordingly Yet S^r Noels the requested has never paid the same but neglects it to the Damage of S^r Baris sixty Dollars This action was entered at the last Term & continued to this Time And the Plaintiff appears & the Defendant the three Times called to come into Court another Default of Appearance in Court Therefore it is considered by the Court that the said Baris do recover against the said Noels Forty two Dollars & fifty three Cents Damages & Costs of Suit taxed at \$^d 9.87 & thereupon
Exonerat May 28 1796

Thomas Gold of Pittsfield in our County of Berkshire Gold
Gent^l P^r vs. John Spencer (Douglas) of Westfield in the County of
Hampshire Trader Debt in a Plea of the Case for that S^r Douglas Douglas
on December 9th 1794 at Pittsfield adv^d at Northampton by his Plea Jan 11th 1796
Note for Value recd promised S^r Thomas to pay him Seven
ty six pounds lawful money on or before October 1st then next
with Interest Yet S^r John the requested hath never paid the
same but neglects it to the Damage of S^r Thomas One hundred
Dollars This action was entered at the last Term when the P^r appeared & the Def^t the three Times called to come into Court
made Default of Appearance in Court And the Case was
then continued for Judgment to this Time And now
now the P^r appears & prays Judgment Whereupon it
is considered by the Court that S^r Thomas do recover against
the S^r John Ninety four Dollars & twenty four Cents Damages
& Costs of Suit taxed at \$^d 12.80 & thereupon
Exonerat May 23^d 1796

Nathaniel M^r Garty of Putnam in the County of Worcester M^r Garty & al
Trader & Nathaniel Stratton of New Salem in the County of Hampshire
Debt P^r vs. Samuel Kendall of the same New Salem vs. Kendall
Debt in a Plea of the Case for that S^r Samuel at New Salem on
June 2^d last by his Note for Value recd promised S^r P^r to pay Jan 17th 1796
them or Order Seventeen pounds seventeen shillings equal to
59 Dollars & 50 Cents on Demand with Interest Also for
that S^r Samuel at New Salem on August 28th last by his
Note for Value recd promised S^r P^r to pay them or Order One
hundred forty four Dollars & fifty Cents on Demand with Interest
Also for that S^r Samuel at New Salem on October 30th last
was indebted to S^r Nathaniel & Nathaniel Ten Dollars & eight Cents
according to the Account annexed to the Writ & then & there in Court
subscribed thereof promised the P^r to pay them the same on
Demand Yet S^r Samuel the requested has never performed either of
his said promises but neglects to do it to the Damage of S^r P^r
Two hundred Dollars This action was entered at the last
Term of the Court & continued to this Time And now
the P^r appears & the Def^t the three Times called to come into
Court makes Default of Appearance in Court Wherefore it
is considered by the Court that S^r Nathaniel & Nathaniel do
recover against S^r Samuel eighty five Dollars & twenty eight
Cents Damages & Costs of Suit taxed at \$^d 12.16 & thereupon
Exonerat May 28 1796

Goodale
v
Wheeler
Jan 119 1796

Benjamin Goodale of New Salem in the County of Hampshire Gent^r
vs. Joshua Wheeler of the same New Salem yeoman. Def^r in a
Plea of the Case for that P^r Joshua a^r New Salem on October 10. 1793
by his Note for Value rec^d promised P^r Benjamin to pay him on
Order Fifteen pounds (equal to fifty Dollars) within two years with
Interest. Yet P^r Joshua the a^rgusted has never paid the same but neglects
it to the Damage of P^r Benjamin fifty Dollars. This action was entered
at the last Term of the Court & continued to this Time - and now
the Plea appears & the Def^r the three Times called to come into Court
makes Default of appearance here wherefore it is considered by
the Court that the P^r Benjamin do recover against the P^r Joshua
Fifty one Dollars & eighty four Cents Damages & Costs of Suit
taxed at Dol^r 10. 06 & three of a. Exec^d if^d May 28 1796.

Page
vs
Smith
Jan 121 1796

Timothy Page of New Salem in the County of Hampshire Gent^r
vs. David Smith of the same New Salem yeoman. Def^r in a Plea
of the Case for that P^r David a^r New Salem on May 7th last by
his Note for Value rec^d promised P^r Timothy to pay him on
Order Twelve pounds nineteen shillings equal to forty five Dol
lars & seventeen Cents on or before December 1st then next with
Interest. Yet P^r David the a^rgusted has never paid the same but
neglects it to the Damage of said Timothy sixty Dollars -
This action was commenced at the last Term of the Court & continued
to this Time - and now the Plea appears & the Def^r the three
Times called to come into Court makes Default of appearance here
wherefore it is considered by the Court that the P^r Timothy do
recover against P^r David Forty five Dollars & eighty eight Cents
Damages & Costs of Suit taxed at Dol^r 10. 60 & three of a.
Exec^d if^d May 28 1796.

Leach
vs
Dickinson
Jan 122 1796

Levi Leach of New Salem in the County of Hampshire yeoman^r
vs. Enoch Dickinson of Andover in the same County yeoman^r. Def^r
in a Plea of the Case for that P^r Enoch a^r Andover a^r on May
18th last by his Note for Value rec^d promised on Ebenezer's be-
half to pay him on Order Fourteen pounds eleven shillings & six
pence (equal to 48 Dollars & 59 Cents) on Demand with Interest
& afterwards on the same Day the said Enoch by his Endorsement
on the same note ordered the Court to be paid the said
Levi for Value rec^d whereof P^r Enoch then & there had notice & in
consideration thereof promised P^r Levi to pay him the same accordingly.
Yet said Enoch the a^rgusted has never paid the same but neglects it
to the Damage of the P^r Levi ninety Dollars. This action was com-
menced at the last Term & continued to this Time - and now
the Plea appears & the Def^r the three Times called to come into Court
makes Default of appearance here wherefore it is considered by
the Court that the said Levi do recover against the P^r Enoch
Ninety one Dollars & fifty Cents Damages & Costs of Suit taxed at
Dol^r 10. 24 & three of a. Exec^d if^d May 28 1796.

Obadiah Townsend of New Salem in the County of Hampshire
vs
Joseph Ray of Wendell in the same County
Defendant in a Plea of the Case for that said Joseph at New Salem
on August 8th last by his note for Value and promised said
Obadiah to pay him or Order Three Dollars & twenty five Cents or
Demand with Interest also for that said Joseph at New Salem
on September 23rd by his note for Value and promised said
Obadiah to pay him or Order Seventeen dollars on Demand with
Interest also for that said Joseph on December 13th 1795 at
New Salem was justly indebted to said Obadiah in the sum
of one Dollar & twenty three Cents on Account, in Consideration
whereof promised said Obadiah to pay him the same on the
next April said Joseph the requested has not performed
after his promise aforesaid but neglects it to the Damage of
said Obadiah Thirty Dollars This Action was entered at the last
Term & continued to this Time - And now at the Time the
Plea appears & the Defect the three Times called to come into
Court makes Default of Appearance here - Wherefore
it is considered by the Court that said Obadiah do recover
against the said Joseph Twenty two Dollars & eighty one Cents
Damages & Costs of Suit taxed at 10th 1796 & 1st of Dec
Executed May 28 1796

Townsend
vs
Ray
Jan 123. 1796

Isaac Townsend of New Salem in the County of Hampshire
vs
Joseph Ray of Wendell in the same County
Defendant in a Plea of the Case for that said Joseph at New Salem
on April 1st 1794 by his note for Value and promised said Isaac to
pay him one load of good merchantable red Oak Bark worth
three Dollars by measure & then worth with Interest - Also for
that said Joseph at Wendell on January 10th last by his note for
Value and promised said Isaac to pay him or Order Two
pounds for the said Bark equal to nine dollars & seventeen Cents
on or before October 1st then worth with Interest also for that said
Joseph at Wendell on October 28th last by his note for Value
received promised said Isaac to pay him or Order Twenty
Dollars on Demand with Interest yet said Joseph the
requested has never performed after his said promise
but neglects it to the Damage of said Isaac Forty Dollars
This Case was commenced at the last Term & continued to this
Time And now the Plea appears & the Defect the three Times
called to come into Court makes Default of Appearance in
Court - Therefore it is considered by the Court that the said
Isaac do recover against the said Joseph Thirty Dollars & nine
pence Cents Damages & Costs of Suit taxed at 11th 1796
Executed May 28 1796

Townsend
vs
Ray
Jan 124. 1796

Nahum Aldrich of New Salem in the County of Hampshire
vs
Timothy Allen of Amherst in
the same County Defendant in a Plea of the Case for that said
Timothy at Amherst on
October 28th 1794 by his note for Value and promised
said Nahum to pay him or Order Eleven pounds equal
to thirty six Dollars & sixty six Cents in three months
with Interest yet said Timothy the requested has never
paid the same but neglects it to the Damage of said Nahum
Thirty Dollars This Case was entered at the last Term.

Aldrich
vs
Allen
Jan 125 1796

of this Court and was continued to this Time — And now the Plaintiff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Plaintiff do recover against the said Timothy Forty Dollars & fourteen Cents Damages & Costs of Suit taxed at Eleven Dollars & seventeen Cents & thereof do. Ex. p. 22 May 28 1796

Bangs
vs
Hillieridge
Jan 128 1796

James Bangs Junr of Williamsburgh in the County of Hampshire Plaintiff vs. John Hillieridge of Charlestown in the same County Defendant. Dift in a Plea of the Case for that said John a. Williamsburgh on December 18th 1795 by his Note of hand for Value received promised said James to pay him or Order Twenty seven Dollars & thirty four Cents on Demand — with Interest of 5% per Annum the requested has never paid the same but neglects it to the Damage of said James Thirty Dollars — This Case was continued at the last Term of this Court & continued to this Time And now the Plaintiff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the Plaintiff do recover against the Defendant Twenty eight Dollars & three Cents Damages & Costs of Suit taxed at D^{ts} 11 30 & thereof do. Ex. p. 3 June 3 1796.

Barnes
vs
Cadwell & Co
Jan 129 1796.

Jeremiah Barnes of Granville in the County of Hampshire Plaintiff vs. Timothy Cadwell of Westfield in the same County Defendant & William Cooley of Granville a forsaide Gent^l Agent & Trustee of the said Timothy — Dift in a Plea of the Case for that said Timothy a. said Granville on October 21st 1795 by his Note of hand for Value received promised said Jeremiah to pay him or Order the sum of ten shillings & six pence (equal to twenty one Dollars and seventy five Cents) on Demand with Use — Yet said Timothy the often requested has never paid the same but neglects it to the Damage of said Jeremiah Forty Dollars — That said Timothy has not in his own Hand Goods & Estate to the Value aforesaid which can be come at to be attached but has entrusted in the hands of William Cooley aforesaid Goods & Estate to the said Value &c — This Case was recommenced at the last Term of this Court & continued to this Time — And now the Plaintiff appears — And the aforesaid William Cooley the Agent aforesaid sends into Court his Examination as follows: To wit That he gave said Timothy Cadwell a Note of hand for six pounds L^{ts} payable in new Shells at eight shillings per pair which is due to him — and that he had no other Property of said Timothy — And the said Timothy being now three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Jeremiah do recover against said Timothy Twenty nine Dollars & three Cents Damages and Costs of Suit taxed at D^{ts} 8 95 & thereof do. Ex. p. 11 June 11 1796.

Smith
vs
Moor
Jan 135 1796

William Smith of Springfield in the County of Hampshire Plaintiff vs. Rufus Moor of Plainfield in the same County Defendant. Dift in a Plea of Debt that he render him One hundred & nine Dollars thirteen Cents which to him he owes & from him unjustly retained — whereon says William a. an account of Common Pleas holden at Springfield in a. for said County on the third day of January 1796 he received Judgment against said Moor for twenty nine pounds two shillings & eight pence L^{ts} Damages equal to thirty seven Dollars & eleven Cents & three pence to be

Shillings & three pence (equal to Twelve Dollars & Four Cents) for his
costs, which Judgment yet remains in full Force not paid & satisfied
or reversed, & therefore action hath accrued to S^r William D Lane and
demand of S^r Thos^l Phelps the sum of One hundred & nine Dollars &
Fifty Cents S^r Thos^l Phelps the requested has never paid the same
but neglects it to the Damage of said William One hundred and
Thirty Dollars — This action was entered at the last Term and
continued to this Time — And now the Defendant by John
Hoslar Esq^r his Att^y & the Plaintiff appears by Elie P. Hannum Esq^r
his Att^y & agrees that a Default of appearance on his part be
entered in Court & the Plt^f agrees to stay Execution two months
after Judgment — And thereupon it is considered by the
Court that the said William do recover against S^r Thos^l Phelps

Petty
v
Jones

Samuel Petty of Orange in the County of Hampshire Husband Jan 13th 1796
man Plt^f vs Jonathan Jones Jun^r of Orange in the same County
Defendant in a Plea de as abt large set forth in the Billora
how on file do. This action was commenced at the last Term & con-
tinued to this Time — And now neither Party appearing in
Court this case is dismissed

Luther Loomis of Suffield in the County of Hampshire State Loomis
of Connecticut Gent^l vs Esq^r Luther Bisbee of Cummington
in the County of Hampshire yeoman Debt in a Plea of
the Case for that said Luther at S^r Suffield viz abt 700th
amount on February 13th 1794 by his note for Value
received promised S^r Luther to pay him six pounds (with
Shillings & pence equal to twenty two Dollars & fifty Cents)
on October then next with Interest, yet S^r Bisbee the
requested has never paid the same but neglects it to the
Damage of S^r Luther Thirty Dollars — This Case was entered
at the last Term & continued to this Time — And now
the Plt^f appears & the Def^t the three Times called to come
into Court makes Default of appearance here —
Therefore it is considered by the Court that the S^r Luther
do recover against the S^r Luther Bisbee Twenty five Dol-
lars & fifty four Cents Damages & costs of Suit taxed abt
Dollars 11.41 & thereof do. Given at May 28 1796 —

Bisbee
Jan 14th 1796

John Phelps of Westfield in the County of Hampshire Esq^r Phelps Es
vs Superintend^t of the same Westfield yeoman Debt in a
Plea of Quitment wherein he demands against S^r John Phelps
a sum of a Tract of Land lying in Westfield aforesaid and
whereon S^r Phelps hath purchased & foreclosed North on Land of
Jand Bush West on Land of Samuel Kellogg South on
Land of David Kellogg Heirs & East on Land of Wardham
Parks with the Buildings thereon & appurtenances & says
that said S^r Phelps at Northampton aforesaid on August 10th 1793
being then & there seized of the demanded premises in his
Demeanor as of fee by his Deed under his hand & Seal of that
Date duly acknowledged & registered & in Court to be produced
conveyed the same to the said John to have & to hold the
same to him the said John his heirs & assigns forever on
condition of S^r Phelps paying S^r John the contents of his
certain note of hand & being mentioned by Virtue where
of said John became instantly seized of the demanded

Phelps Es
Jan^y 14th 1796

Premises with the appurtenances to the property thereof & that S. Lape has
never fulfilled the Condition mentioned in said Deed, but since that
Time entered into Possession of the demanded premises & without any
right so to do. hath depared the S^d John thereof & unjustly depared
& kept him out of the same to the Damage of S^d John One
hundred Dollars — This action was entered at the last Term of this
Court & continued to this Time — And now the Def^d appears and
the Def^d the three Times called to come into Court makes Default of
appearance here. Wherefore it is considered by the Court that said
John do recover against the S^d Lape his Possession of the demanded
Premises with the S^d Lape do in two months pay the S^d John
One hundred & eight Dollars & ninety nine cents Damages & Costs
of Suit taxed at Dol^r 10. 17 & thereof &c —

Williston

Attorney

Jan 14 1796

Consider Williston of Suffield in the County of Hartford & State of
Connecticut Lender Pet^r v. Rufel Attacker of Plainfield in the
County of Hampshire Gent^l Def^d in a Plea of the Case for that
Rufel of Plainfield aforesaid on March 18th 1794 by his Note
for Value rec^d promised to pay S^d Consider Twelve pounds eight
Shillings & five pence equal to forty one Dollars & forty Cents by
January 1st then next Aforesaid Rufel the requested has not per
formed his said promise but neglects it to the Damage of S^d Consider
Sixty Dollars This case was commenced at the last Term & continued
to this Time & now the Def^d appears & the Def^d the three Times called to
come into Court makes Default of appearance here Wherefore it is
considered by the Court that the said Consider do recover against the
S^d Rufel Thirty one Dollars Damages & Costs of Suit taxed at fifteen
Dollars & thirty two Cents & thereof &c Excor^r May 26 1796 —

Ontries aⁿ

May Term 1796.

Powers App^t

Shenk

N^o 1.

Nathan Powers of Granby in the County of Hampshire Labourer
Appell^t v. Elizabeth Shink of the same Granby Gent^l Appellee from the Judg^{mt}
of Henry Dwight Esq^r Just^l of the said County in which Case the said
Elizabeth was Pet^r & the said Nathan Def^d in a Plea of the Case for that
S^d Powers a S^d Belchertown on November 2^d last by his Note of hand
for Value rec^d promised the Def^d to deliver him eleven Dollars
worth of Oak Charcoal by January 1st then next Aforesaid Powers the
requested has never paid the same but neglects it to the Damage of
the said Shink thirty two Dollars — The Appellee appears & the
Appellant the three Times called to come into Court makes Default
of appearance here Wherefore it is considered by the Court that said
Elizabeth do recover against S^d Nathan Eleven Dollars & nineteen
Cents Damages & Costs of Suit taxed at
& thereof &c —

Merrill

Taylor

N^o 2

Nathaniel Merrill of Fairfield in the County of Hampshire
Appom^r Pet^r v. Stephen Taylor of Shelburne in the same County
Appom^r Def^d in a Plea of Trespass for that S^d Stephen on
February 10th last at S^d Shelburne unlawfully & without any
justifiable Cause took two red three year old Calves & one Ox
yoke belonging to the S^d Nathaniel & them unlawfully detain
to the Damage of S^d Nathaniel One hundred & twenty Dollars
The Def^d appears & the Def^d the three Times called to come into Court
makes Default of appearance here Wherefore it is considered by the Court
that S^d Nathaniel do recover against the S^d Stephen his Costs taxed at Six Dollars
ninety eight Cents & thereof &c Excor^r May 27 1796 —

Samuel Adams of Deerfield in the County of Hampshire upon Petition
 Annasa Smith of Colvaine in the same County versus an Debt
 in a Plea of the Case for that S^d Annasa ab S^d Deerfield on September
 8th last by his note under his hand for Value rec^d & promised said
 Samuel to pay him or Bids Twenty five Dollars & ninety seven Cents
 on or before October 15th then next with Interest Yet S^d Annasa
 the requested has never paid the same but neglects it to the Da
 mage of said Samuel Thirty five Dollars ~ The Pet^r appears & the
 Deft^r the three Times called to come into Court makes Default of
 Appearance here Wherefore it is considered by the Court that said
 Samuel do recover against S^d Annasa Twenty five Dollars
 Damages & Costs of Suit taxed at Dol: \$ 98 & thereof
 Exec^d in May 27. 1796

Adams
 vs
 Smith
 No 3

Moses Augustus Chapin of West Springfield in the County of
 Hampshire versus an Debt - Mark of Northampton in the
 County aforesaid Gent^l Deft^r in a Plea of the Case for
 that said Elsha aforesaid Northampton on August 16 1793 by
 his note for Value rec^d & promised S^d Chapin to pay him or
 Bids Four pounds ten shillings (equal to fifteen Dollars)
 within ten days from the Date with Interest Yet S^d Elsha
 the requested has never paid the same but neglects it to the
 Damage of said Chapin Twenty five Dollars ~ The Pet^r
 appears & the Deft^r the three Times called to come into Court
 makes Default of Appearance here ~ Wherefore it is consider
 ed by the Court that the said Moses do recover against the
 said Elsha Seventeen Dollars & forty nine Cents Damages
 & Costs of Suit taxed at Dol: 7. 15 & thereof
 Exec^d in May 27. 1796.

Chapin
 vs
 Mark
 No 4

Elijah Billings of Cambridge in the County of Albany and
 State of New York versus an Debt Thomas Billings of Green
 Field in the County of Hampshire Mason Deft^r in a Plea
 that the said Thomas owes to S^d Elijah Sixty nine Dollars & ten
 by four cents & the Interest thereon which to him he owes & from
 him unjustly detaining & whereon said Elijah says that at a
 Court before Moses Gunn Esq^r Just^l J^l on May 16 1791 S^d
 Elijah recovered against S^d Thomas Twenty pounds fifteen
 shillings & eleven pence Damages & Costs equal to sixty nine
 Dollars & thirty four cents) which Judgment is in full time
 not reversed & annulled or satisfied & thereby Action accrues
 to said Elijah to demand & have the S^d Sum & Interest Yet
 said Thomas the requested has never paid the same but neg
 lects it to the Damage of S^d Elijah One hundred & twenty Dollars
 The Pet^r appears & the Deft^r the three Times called to come into
 Court makes Default of Appearance here Wherefore it is con
 sidered by the Court that the said Elijah do recover against
 the said Thomas Eighty nine Dollars & seventy two Cents
 Damages & Costs of Suit taxed at Dol: 8. 35 & thereof
 Exec^d in May 27. 1796.

E Billings
 vs
 T Billings
 No 10

Ambrose Keith of Amherst in the County of Hampshire Galib Howard
 & Daniel Carey both of Bridgewater in the County of Plymouth Gent^l
 Debtors in Trade Plea vs John Thompson of Amherst a Gent^l
 Deft^r in a Plea as set forth in the Declaration on file &
 further Party the three Times called appearing in Court
 this Action is dismissed

Keith & al
 vs
 Thompson
 No 11

Shelth & al
21
Warner
No 12

Amos Shelth of Newbury in the County of Hampshire Gent^r vs. Caleb How
and Daniel Cary both of Bridgewater in the County of Cornwall
Smith Dealers in Trade Paper vs. Jonathan Warner of Exmouth a Pard^r
Upon a Plea of the Case for that P^r Jonathan ab^r Amos
aforesaid by his note for Value rec^d promised the P^r to pay
them or Order Twenty six Dollars & fifty six Cents with Interest
Yet P^r Jonathan has requested has not paid the same but neglects it
to the Damage of P^r P^r forty Dollars The P^r appears & the P^r
the three Times called to come into Court makes Default of appear
ance here Wherefore it is considered by the Court that the P^r do
recover against P^r Jonathan Twenty six Dollars & sixty nine
Cents Damages & Costs of Suit taxed at 10⁰ 00 & 10⁰ 00
Done at May 24th 1796

Starkweather
21
Torrey
No 13

Robert Starkweather of Chesterfield in the County of Hampshire
Physician P^r vs. Nathaniel Torrey of the same County Taylor
Deft in a Plea of the Case for that P^r Torrey ab^r P^r Starkweather on
October 6th last by his note for Value rec^d promised the P^r to
pay him or Order Thirteen Dollars & thirty seven Cents on Demand
with Interest Yet P^r Torrey has requested has not paid the same
but neglects it to the Damage of P^r Robert Thirty Dollars
The P^r appears & the P^r the three Times called to come into
Court makes Default of appearance here Wherefore it is consid
ered by the Court that the P^r do recover against the P^r Torrey
Thirteen Dollars & eighty seven Cents Damages & Costs of Suit tax
ed at 10⁰ 00 & 10⁰ 00 Done at May 26th 1796

Parsons
21
Robbins
No 14

Benjamin Parsons of Gosport in the County of Hampshire Gent^r vs. William
Robbins of Cummington in the same County yeoman Deft
in a Plea of Trespass on the Case for that P^r William ab^r P^r Parsons
on July 20th last past by his note in Writing under his hand of
that Date for Value rec^d promised the P^r to pay him or Order
Seven pounds twelve shillings & 6^d equal to eighteen Dollars &
sixty seven Cents at or before April 1st then next with Interest
Also for that said William ab^r P^r Parsons On October 9th last being
justly indebted to the P^r in the Sum of Seven Dollars for twenty
seven & a half pounds of Wood then before that Time sold and
delivered at the Special Instance & request of the P^r William aforesaid
on himself & to the P^r then & there promised to pay him the same
or Demand with Interest Yet said William has requested has
never performed either of P^r promises but unjustly neglects them
to the Damage of said Parsons forty Dollars The P^r appears
& the P^r the three Times called to come into Court makes Default
of appearance here Wherefore it is considered by the Court that
the said Benjamin do recover against the said William

After all which the said William by Jonathan Woodbridge Gent^r
his Att^r & P^rals from the Judgments of the Court to the Supreme
Judicial Court to be holden at Northampton in & for the County
of Hampshire on the fourth Tuesday of September next & he reas
mans with Sureties for P^r William prosecuting his P^r appeal with
Effect

William Gooley Jun^r of Granville in the County of Hampshire Farmer & P^{er}
vs. Peter Gibbons Jun^r late of Granville now of London in the County of
Berksshire yeoman Deft in a Plea of the Case for that P^{er} Peter ad^{vs} Gooley
on April 15th last by his Note for Value rec^d promised
said William to pay him on Order Four pounds & five pence &
M^{ore} worth of good Sturlock Barch & five shillings & six pence per
Cord by July 1st then next with Interest yet said Peter the other
requested has not performed his said promise but neglects it
to the Damage of said William Twenty Dollars — The P^{er}
appears & the Deft the three Times called to come into Court makes
Default of Appearance here wherefore it is considered by the Court
that the said William do recover against the P^{er} Peter Fourteen Dollars
& thirty four Cents Damages & Costs of Suit taxed at Dol^{rs} 8. 25 &
three of d^{en} Exec^u if June 11. 1796

Gibbons
N^o 23

Jonathan Chapel of Montville in the County of Litchfield late Chap^{er}
of Connecticut yeoman P^{er} vs. Nathaniel Rogers of Granville
in the County of Hampshire Trader Deft in a Plea of the Case
for that P^{er} Nathaniel at Coldbrook or at Granville on Febru^{ary}
26th 1795 by his Note for Value rec^d promised Jonathan
to pay & deliver him Four pounds ten shillings & 11th equal to
Eighteen Dollars 1 by November 1st then next with Interest yet
said Rogers the requested has not performed his P^{er} promise but
neglects it to the Damage of P^{er} Chapel Twenty five Dollars
The P^{er} appears & the Deft the three Times called to come into
Court makes Default of Appearance here wherefore it is consid^{er}
ed by the Court that the said Chapel do recover against the said
Rogers Eighteen Dollars & ten Cents Damages & Costs of Suit
taxed at Dol^{rs} 8. 25 & three of d^{en} Exec^u if June 11. 1796

Rogers
N^o 24

Poland Lee of the City & County of Hartford & State of Connecticut
vs. Joseph Moore Jun^r of Granville in
the County of Hampshire yeoman Deft in a Plea of the Case
for that P^{er} Joseph at Westfield on December 27. 1794 by his Note
for Value rec^d promised P^{er} Poland to pay him Six pounds
eighteen shillings & 11th by May 1st then next with Interest
yet said Joseph the requested has not paid the same but
neglects it to the Damage of P^{er} Poland Thirty Dollars — The P^{er}
appears & the Deft the three Times called to come into Court makes
Default of Appearance here wherefore it is considered by the Court
that the said Poland do recover against the P^{er} Joseph Twenty
four Dollars & twenty two Cents Damages & Costs of Suit taxed
at Dol^{rs} 7. 68 & three of d^{en} Exec^u if June 11. 1796

Lee
Moore
N^o 28

Esau Mocum of Granville in the County of Hampshire yeoman
P^{er} vs. John M^{ore} & James of London in the County of Berksshire yeoman
& James base of London Gent^l Deft in a Plea of the Case for that the
said John & James at London or at Granville on March 27th
1794 by their Note for Value rec^d promised P^{er} Esau to pay him on
Order Five pounds ten shillings & six pence & 11th worth of good well
turned Ash Dishes at twenty shillings per hundred by October 1st then
next with Interest yet P^{er} John & James have not performed their
said promise but neglects it to the Damage of P^{er} Esau Forty Dollars
The P^{er} appears & the Deft the three Times called to come into Court
makes Default of Appearance here wherefore it is considered by the
Court that said Esau do recover against P^{er} John & James nine ten Dollars & six
seven Cents Damages & Costs taxed at Dol^{rs} 8. 16 Exec^u if June 11. 1796

Mocum
John M^{ore} & James
N^o 91

Daggett
Smith
No. 39

Samuel Daggett of Greenfield in the County of Hampshire Plaintiff
vs. Jeremiah Smith of Medford in the County of Norfolk Defendant
Bankruptcy Debt in a Plea of the said Plaintiff in the Declaration on
File &c. The Plea appears by Book E^g his Aff^t & the Debt by Piny
Merritt E^g his Aff^t and objects to this action, being sustained for
want of a sufficient Service of the Writ &c. which being considered
by the Court they are of Opinion ^{the} action cannot be sustained for
want of sufficient Service of the Writ — and it is considered by the
Court that ^{the} Smith do recover against ^{the} Daggett his Costs in defending
this Suit taxed at ^{the} Dot. 7. 00 & there of &c.

Merritt E^g
vs.
Book E^g
No. 42

Piny Merritt of Brookfield in the County of Worcester Defendant
vs. Isaac of Southwick in the County of Hampshire Plaintiff
Debt in a Plea of the Case for that ^{the} Isaac at said Southwick on April 18. 1794 by his Note
for Value and promised the Plea to pay him or Order Ten pounds seven
pence fillings equal to twenty two Dollars & eighty three Cents on Demand
with Interest Yet said Isaac the requested has never paid the same
but neglects it to the Damage of said Merritt Thirty Dollars —
The Plea appears & the Debt the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by the
Court that ^{the} Piny do recover against ^{the} Isaac Twenty five Dollars
& sixty nine Cents Damages & Costs of Suit taxed at ^{the} Dot. 8. 1 and
there of &c. ^{the} Term of May 28 1796

Pice
vs.
Butler
No. 46

Brook Pice of Ware in the County of Hampshire yeoman Plaintiff
vs. Walter of Ware yeoman Defendant
Debt in a Plea of the Case for that ^{the} Butler
at said Ware on October 21st 1793 by his Note for Value and prom-
ised the Plea to pay him Fifteen pounds equal to thirty Dollars by
February 1st 1796 with Interest from January 1st then next. Yet the
said Butler the requested has never paid the same but neglects it
to the Damage of ^{the} Pice sixty six Dollars — The Plea appears & the
Debt the three Times called to come into Court makes Default of Appear-
ance here Wherefore it is considered by the Court that the said Pice
do recover against the said Butler Fifty six Dollars & fifty Cents Dam-
ages & Costs of Suit taxed at ^{the} Dot. 6. 93 — After all which the
said Isaac by John Stoker E^g his Aff^t comes here into Court & appeals
from the Judgment of this Court to the Supreme Judicial Court to be
holden at Northampton in a Plea for the County of Hampshire on the fourth
Tuesday of September next & he recognizes with Sureties for ^{the} Smith
prosecuting said Appeal with Effect &c.

Parsons
vs.
Clap
No. 56

Isaac Parsons of Northampton in the County of Hampshire yeoman
Plaintiff vs. Asahel Clap of Northampton Gent^l Defendant
Debt in a Plea of the Case for that ^{the} Asahel at Northampton on August 5th last by his Note for
Value and promised said Isaac to pay him or Order Twenty nine pounds
fourteen fillings (equal to ninety nine Dollars) one half in the month
of November then next the other in February 1796 with Interest
Yet ^{the} Asahel the requested has not performed his said promise
but neglects it to the Damage of ^{the} Isaac One hundred & twenty Dollars
The Plea appears & the Debt the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that ^{the} Isaac do recover against the ^{the} Asahel One hundred
& twenty Dollars & twenty one Cents Damages & Costs of Suit taxed at
^{the} Dot. 4. 74 & there of &c. ^{the} Term of May 26. 1796

Levi Shepard of Northampton in the County of Hampshire Esq^r vs
Joseph Lee & Nathaniel Lee both late of Berks in the County of Berks
Shire Yeomen Defts in a Plea that P^r Joseph & Nathaniel render to the
said Levi thirty one Dollars & thirty nine Cents which to him they
owe & from him unjustly detain for this that whereas Levi
by the Consideration of this Court on the first Tuesday of September
1794 recovered Judgment against P^r Joseph & Nathaniel for Eight
pounds 3/4 equal to 27 Dollars & 18 Cents Damages & £11. 5. 3
equal to Dol: 4. 21. Costs of Suits which Judgment is in full
Satisfaction & is never & unpaid whereby Action has accrued
to P^r Levi to demand & have of P^r Joseph & Nathaniel P^r Sum of
Dollars 31. 39 - & 17 Cents for our Work of Year & yet said
Joseph & Nathaniel the requested have not paid the P^r
Sum but neglects it to the Damage of P^r Levi fifty Dollars
The P^r appears & the said Defts the third Times called to come into
Court make Default of Appearance here Wherefore it is consid
ered by the Court that P^r Levi do recover against the P^r Joseph &
Nathaniel Thirty four Dollars & eighty five Cents Debt & Costs of
Suits taxed at Dol: 6. 33 & through & Exon off^r May 25 1796

Shepard
vs
Lee & al
p. 58

Nathaniel Parks of Williamsburg in the County of Hampshire
Blacksmith P^r vs Lewis Sells of Wrentham in the same County
Yeoman Deft in a Plea of the Case for that P^r Lewis at P^r Williams
burg on January 26th last by his Note for Value rec^d promised P^r
Nathaniel to pay him on Order Two pounds two Shillings (equal to seven
Dollars) within three months Sells has till paid & also for that P^r Lewis
at P^r Williamsburg on Jan^y 27th last was indebted to P^r Nathan
in another Sum of Eight Dollars & fifty Cents for Work Labour and
Services in the Building of a Blacksmiths house & performed and
being so indebted P^r Lewis in Consideration thereof promised to
pay him the same on Demand yet P^r Lewis the requested has never
performed his said promise but neglects it to the Damage of
said Nathan Twenty Dollars The P^r appears & the Defts
the three Times called to come into Court makes Default of Appear
ance here Wherefore it is considered by the Court that the P^r Nathan
do recover against the P^r Lewis sixteen Dollars & three Cents Damages
& Costs of Suits taxed at Dol: 8 & through & Exon off^r May 25 1796

Parks
vs
Sells
p. 66

Thoswell Pond of Northampton in the County of Hampshire
Blacksmith P^r vs Noble Dewey of Westfield in the same Count
Yeoman Deft in a Plea of the Case for that P^r Noble said
Westfield on February 10 1794 by his Note for Value rec^d from
said Pond to pay him on Order Seven hundred of good
Broomy Iron at Seven, (seventy seven Shillings equal
to thirty nine Dollars & fifteen Cents) for P^r Iron but the said
Deft of months then worth yet P^r Pond hath not paid the same
but neglects it to the Damage of P^r Thoswell sixty Dollars
The P^r appears & the Deft the three Times called to come into
Court makes Default of Appearance here Wherefore it
is considered by the Court that the said Thoswell do recover against
the said Noble Forty two Dollars & fifty five Cents Damages &
Costs of Suits taxed at Dol: 8. 36 & through & Exon off^r May 24 1796

Pond
vs
Dewey
p. 67

T Lyman
O Lyman
p. 60

Timothy Lyman of Goshen in the County of Hampshire Gent^l App^r vs
Oliver Lyman of Norwich in the same County Gent^l Deft^r in a Plea
of the Case for that ^d Oliver at West Hampton on June 5. 1794 by his
note for Value recd promised ^d Timothy to pay him or Order Forty
pounds ten shillings (equal to fifteen Dollars) on or before the
first of March after Time of payment. Yet ^d Oliver the
requested has not paid the same but neglects it to the Damage of
^d Timothy Thirty Dollars. The Plea appears & the Deft^r the
third Times called to come into Court makes Default of Appearance
here wherefore it is considered by the Court that ^d Timothy do recover
against the ^d Oliver Fifteen Dollars & twenty five Cents Damages & Costs
of which taxed at Dol^r 9. 64 & there of &c. Exec^d May 25 1796

T Lyman
G Lyman
p. 71

Timothy Lyman of Goshen in the County of Hampshire Gent^l App^r vs
Gad Lyman of Norwich in the same County person Deft^r in a Plea
of the Case for that ^d Gad at ^d Norwich on April 23^d 1793 by his
note for Value recd promised ^d Timothy to pay him or Order Six pounds
(equal to twenty Dollars) in one year with Interest. Yet ^d Gad the
requested has not paid the same but neglects it to the Damage of said
Timothy Thirty Dollars. The Plea appears & the Deft^r the third Times
called to come into Court makes Default of Appearance here wherefore
it is considered by the Court that the said Timothy do recover against
the said Gad Twenty three Dollars & seventy one Cents Damages & Costs
of which taxed at Dol^r 9. 64 & there of &c. Exec^d May 25 1796

Perth Adm^r P. 1st
for Sale Real Estate
p. 72

Shirley shows I have Colton Administrator on the Estate of Jonathan
Perth late of Longmeadow in the County of Hampshire deceased that the
Debt due from ^d Estate & Adm^r August allowed exceed the personal
Estate in the hands of ^d Adm^r fifty seven Dollars & five Cents & the
whole Real Estate was inventoried at forty Dollars only & therefore
prayer he may be allowed to sell the whole of the Real Estate
for the payment of the Debt &c. which said Petition being
read together with a Certificate of the Judge of Probate for ^d County
certifying the Facts therein stated are true & that in his Opinion it is
necessary to sell the whole of ^d Real Estate. Whereupon it is considered
by the Court that the said Administrator be empowered to make Sale of
all the Real Estate of the said Jonathan for the purpose of paying ^d
Debt, he having first advertised the proposed Sale for three weeks
in one of the Springfield Papers, & attending to the Directions of the
Law relating to such Sales

Eddy Adm^r
Pet^r for Sale Real
Estate
p. 73

Shirley shows Othniel Eddy Adm^r on the Estate of Jonathan Eddy
late of Monrovia in the County of Hampshire deceased that the Debt
due from ^d Estate Widow's Allowance & Adm^r account allowed exceed
the personal Estate the sum of two hundred Dollars & eighty eight Cents
He therefore prays Liberty to sell so much of the Real Estate of ^d Deceased
as shall produce ^d sum & Costs of Sale. Which ^d Petition being read
together with a Certificate of the Judge of Probate &c. certifying the
Facts therein stated are true & that it is necessary so much of the
Real Estate of ^d Deceased as will produce the sum aforesaid be sold
& it is therefore considered by the Court that the Adm^r aforesaid be
empowered to make Sale of so much of the Real Estate of the
Jonathan Eddy deceased as will produce the sum of two hundred &
eighty Dollars, he first advertising the same in one of the Springfield
Papers three weeks previous thereto, & otherwise conforming herein to
the Directions of the Law relating to such Sales

Jones Bond of Conway in the County of Hampshire
Plff v. Oliver Galtin of Haverhill in the County of Berkshire
yeoman Debt in a Plea of the Case for that said Conway did
not appear on the date of Joseph Galtin lat of Conway died
Deft in a Plea as it is set forth in the Declaration on File &
The Plff being three times called is Norweth the Deft appears and
moves for his Costs & Wherefore it is considered by the Court
that the said Plff do recover against the said Jones his Costs in
depending this Court taxed at

Bond
Galtin
No 74

Thomas Arny Junr of Deerfield in the County of Hampshire
Plff v. Joseph Hawks of Lincolnton in the County of Ontario
yeoman Debt in a Plea of the Case for that said Arny
did a State of New York yeoman Debt in a Plea of the Case
for that said Joseph Hawks on August 29th 1795 by his
Note for Value recd promised said Thomas to pay him Ten
bushels of Wheat on or before January 1st then next yet
Joseph the requested has not performed his promise but
neglects it to the Damage of said Thomas Twenty Dollars. The
Plff appears & the Deft the three Times called to come into
Court makes Default of Appearance here Wherefore it is
considered by the Court that said Thomas do recover against
said Joseph

Arny
Hawks
No 77

& Costs of Suit taxed at Dol: £ 23 & thereof

Peter Clarke of Conway in the County of Hampshire yeoman
Plff v. John Hall of Charlestown in the same County Payor
Debt in a Plea of the Case for that said Clarke & Conway
on January 13. 1795 by his Note for Value recd promised
said Peter to pay him the Value of Eight pounds equal to
Twenty six Dollars & seventy seven Cents in Grain or Cash
on or before December 1st then next yet said Peter the requested
has not performed his said promise but neglects it to the Da
mage of said Peter Forty Dollars. The Plff appears & the Deft
the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court
that the said Peter do recover against the said John Twenty eight
Dollars & eighty Cents Damages & Costs of Suit taxed at Dol:
£ 70 & thereof

Clarke
Hall
No 78

Gad Smith of Whately in the County of Hampshire
Plff v. Amasa Smith of Colrain in the same County
yeoman Debt in a Plea of the Case for that said Amasa
of Whately aforesaid on January 7th 1796 was indebted to
said Gad in the Sum of Ten pounds & seven shillings
& five pence equal to Dol: 36. 23. 7. according to the Rec^d
entered to the Court & in Consideration thereof said Amasa
promised said Gad to pay him the same on Demand
yet said Amasa the requested has not paid said Gad but
refuses to pay the same to the Damage of said Gad forty
Dollars. The Plff appears & the Deft the three Times called
to come into Court makes Default of Appearance here Wherefore
it is considered by the Court that said Gad do recover against said
Amasa Thirty six Dollars & twenty four Cents Damages & Costs of
Suit taxed at Dol: £ 82 & thereof

G Smith
A Smith
No 79

Return May 26 1796

Field
vs
Porter
No 90.

Nathan Field of Ashfield in the County of Hampshire vs John Porter of Ashfield aforesaid & this Court doth in a Plea of the Case for that John at Ashfield on December 23^d 1794 by his Note for Value and promised that he to pay him or Order Ten pounds nine shillings & two pence equal to (Dol^r 34.86) & the Defendant on Demand and yet John the requested has not paid the same but neglects it to the Damage of said Field thirty Dollars The Plaintiff appears & that D^y the three Times called to come into Court makes default of appearance here wherefore it is considered by the Court that the said Nathan do recover against the said John Thirteen Dollars & twenty seven Cents Damages & Costs of Suit taxed at Dol^r 7 & three of ad
Exon^r if May 26 1796

Peart
vs
Safford
No 92

Thomas Peart of Buckland in the County of Hampshire vs John Safford Jun^r of Windsor in the County of Berkshire Plaintiff vs Defendant in a Plea of Reprieve by them entered into according to the Statute in such Case made & in an Affidavit Case the Plaintiff says Philip Phillips W^m Billings & John Safford were into Court their Award viz that John pay to the Plaintiff Seventeen Dollars Damages & Costs of Reprieve taxed at fourteen Dollars & sixty nine Cents whereupon it is considered by the Court that said John do recover against John Safford Seventeen Dollars Damages & Costs of Suit taxed at Dol^r 19.59 & three of ad
Exon^r if May 25 1796

White
vs
Hanselton
No 93

Thomas White of Ashfield in the County of Hampshire Plaintiff vs Robert Hanselton of Conway in the same County Defendant in a Plea of Libel of all Demands between them to the Plaintiff according to the Statute in such Case made & in an Affidavit Case the Plaintiff says the Defendant was into Court their Award viz that Thomas do recover of Robert Five Dollars and twenty seven Cents Damages & Costs of Reprieve amounting to Dol^r 13.95 & whereupon it is considered by the Court that the said Thomas do accordingly recover against Robert Five Dollars & twenty seven Cents Damages & Cost of Court and Reprieve taxed at Dol^r 18.20 & three of ad
Exon^r if May 26 1796

Taylor & al
vs
Conway
No 99

Noah Taylor of South Hadley in the County of Hampshire vs John Taylor & al Defendants in a Plea of the Case for that Noah Taylor & al by their Plea on November 2^d 1794 were possessed of one Half Bunch of the Value of thirty seven Dollars as of their own Estate & being so possessed then lost the same out of their hands which said John Taylor & al afterwards on the same Day & year came into the hands of the Plaintiff by finding yet John Taylor know my John Taylor to be their property the Plaintiff requested hath not returned the same to them but February 12th 1796 converted & disposed of the same to his own use to the Damage of the said Noah Taylor & al thirty Dollars The Plaintiff appears & that D^y the three Times called to come into Court makes default of appearance here wherefore it is considered by the Court that the said Noah Taylor & al do recover against John Taylor Thirty seven Dollars Damages & Costs of Suit taxed at Dol^r 5.24 & three of ad
Exon^r if May 26 1796

Asabel Adams of Southfield in the County of Hartford & State of
Connecticut Gent. Plaintiff vs. Oliver Connerly late of Hadley in the County
of Hampshire yeoman Defendant in and to the Case for that s^d Oliver
and Hadley on July 5. 1792 by his Note for Value recd promised
said Asabel to pay him or Order Twelve pounds nine shillings equal to
Twenty four Dollars & eighty four Cents by three s^d parts with
Interest Yet said Oliver the requested has never paid the same
but refers it to the Damage of s^d Asabel Forty Dollars & The Def^t
appears & the Def^t the three Times called to come into Court makes
Default of Appearance here Therefore it is considered by the
Court that the said Asabel do recover against the s^d Oliver
Twenty four Dollars & eighty four Cents Damages & Costs of Suit
taped at Dol^r 7. 1 & there of & Given May 26. 1796

Adams
vs
Connerly
No 108

Arion True of Northampton in the County of Hampshire Farmer
Plff vs. Stephen Whitney of Deerfield in the same County
Gent. Def^t in a Plea of the Case for that s^d Stephen and s^d North
ampton on January 9th last was justly indebted to s^d Arion
in the Sum of fifty Dollars for so much money before that Time
had & received by him s^d Stephen of him s^d Arion to the
Use of s^d Arion & being so indebted s^d Stephen then & there
promised s^d Arion to pay him the same on Demand of s^d Arion
Yet Stephen the requested has never paid the same but refers
it to the Damage of s^d Arion fifty five Dollars

True
vs
Whitney
No 109

The Plff appears & the Def^t the three Times called to come into Court
makes Default of Appearance here wherefore it is considered
by the Court that the s^d Arion do recover against the s^d Stephen
fifty one Dollars & four ten Cents Damages & Costs of Suit taxed
at Dol^r 5. 49 & there of & Given May 26. 1796

Lemuel Horn of Sayfield in the County of Hampshire Farmer Plff
vs. Thomas Horn of the same Parish & person Def^t in a
Plea of the Case for that s^d Thomas and s^d Sayfield on June 24th 1795
by his Note for Value recd promised said Lemuel to pay him or
Order Twelve pounds seven shillings & six pence / equal to
Forty one Dollars & seventy six Cents / on Demand with Interest
Yet s^d Thomas the requested has never paid the same but re-
fers so to do to the Damage of s^d Lemuel twenty Dollars
The Plff appears & the Def^t the three Times called to come into Court
makes Default of Appearance here wherefore it is considered by the
Court that the said Lemuel do recover against s^d Thomas Forty
four Dollars & twenty six Cents Damages & Costs of Suit taxed
at Dol^r 6. 25 & there of & Given May 26. 1796

L. Horn
vs
T. Horn
No 110

Nathaniel Spear of Providence in the County of Orange & State of Connecticut
Yeoman Plff vs. John Stebbins of Cheshire in the County of Hampshire
Yeoman Def^t in and to the Case for that s^d Stebbins and s^d Providence on
June 28th 1793 by his Note for Value recd pro-
mised the Plff to pay him or Order Twelve pounds equal to Forty
Dollars with the Interest and Demand Yet s^d Stebbins the requested
has not paid the same but refers it to the Damage of said
Nathaniel eighty Dollars The Plff appears & the Def^t the three Times
called to come into Court makes Default of Appearance here where-
fore it is considered by the Court that the s^d Nathaniel do recover
against the s^d John Forty six Dollars & seventy six Cents Damages
& Costs of Suit taxed at Dol^r 7. 98 whereupon s^d John by Wm Gay Jun^r
his att^y moves into Court & appeals from the Judgment of this Court to the
Superior Judicial Court to be held at Northampton a few on the fourth
Thursday of September next & he avows with Justice for s^d Stebbins previous
to the same to s^d Stebbins &c

Spear
vs
Stebbins
No 111

Edwards
vs
Church
No 120

Thomas Edwards of Shrew in the County of Cheshire & State of New Hampshire
Plaintiff vs Jonathan Church of Doughton in the County of
Windham & State of Vermont Defendant Deft in a Plea of the Case for
that S Jonathan a Kneer over at Northampton aforesaid on September 30th
1793 by his note for Value recd promised the Plff to pay him on Order
fourteen pounds (equal to forty six Dollars & sixty six Cents & two thirds
of a Cent) in Silver & Gold or Cash & Cash price in two months -
Y^t said Church the requested has not paid the same but neglects to to the
Damage of P Edwards sixty Dollars The Plff appears the Def^t the three
Times called to come into Court on the Default of Appearance here
Wherefore it is considered by the Court that S Thomas do recover against
the S Jonathan Forty eight Dollars & seventy five Cents Damages & Costs
of which taxed at \$ot. 7. 94 & thus off - Execⁿ of May 28 1796

Pearse
vs
Towler
No 128

Augustus Pearse & Pildad Towler both of Southwick in the County of
Hampshire. Parties in a Rule of Court for of all Demands between
them according to the Statute in such Case made do - The Plffs
by the S Parties chosen now send into Court their demand viz That
said Augustus do recover against S Pildad Ten pounds & two pence
shillings & two pence Debt or Damage & Three pounds seven
shillings costs of the Plffs & Costs of Court to be taxed by the Court
Whereupon it is considered by the Court that S Augustus do recover
against the said Pildad Twenty two Dollars & twenty Cents Damages
& Costs of which taxed at \$ot. 16. 74 & thus off - Execⁿ of May 28 1796

Stone
vs
Wright
No 136

John Stone of Chesterfield in the County of Hampshire Indebted Plff
vs Edmund Wright Jun^r of Chester in the same County Def^t Deft
in a Plea de ap is set forth in the Declaration on File - The Plff
being three Times called to come into Court is Non suit & the Def^t
defaulted & the Action is dismissed

Sherrill
vs
Fring
No 142

Amos Sherrill of Worthington in the County of Hampshire Plff
vs Ebenezer Fring of the same Worthington Defendant Deft in a Plea
of the Case for that S Ebenezer at Worthington aforesaid on January
15th 1795 by his note for Value recd promised one Daniel Buller
to pay him on his Order six pounds nine shillings & six pence
(equal to twenty one Dollars fifty nine Cents) on Demand with
Interest - And after wards on the same Day the S Daniel ordered
the Court that the Plff to be paid the Plff in Consideration
whereof the S Ebenezer promised the Plff to pay him the same Y^t
S Ebenezer the requested has never paid the same but neglects to
to the Damage of S Amos Thirty Dollars - The Plff appears &
the Def^t the three Times called to come into Court on the Default
of Appearance here Wherefore it is considered by the Court that
the said Amos do recover against the said Ebenezer Eighteen Dollars
Twenty two Cents Damages & Costs of which taxed at \$ot. 8. 8 &
thus off - Execⁿ of May 28 1796

Selden
vs
Clapp
No 144

Andrew Selden of Hampd in the County of Hampshire Plff
vs Samuel Clapp of Chesterfield in the County
of Hampshire Def^t Deft in a Plea of the Case for that S Amasa
ad. Hampd over at Worthington aforesaid on May 27. last
by his note for Value recd promised the Plff to pay him Twenty
seven pounds eleven shillings & eight pence (equal to ninety one Dollars
& ninety four Cents) by the middle of March then next with
Interest until paid - Y^t S Amasa the requested has never performed

his said promise by neglect to the Damage of Andrew Two hundred
and Dollars. The Plaintiff appears & the Deft the three Times called to
come into Court makes Default of Appearance here Wherefore it
is considered by the Court that P. Andrew do recover against D.
Amount Thirty seven Dollars & thirty six cents Damages & Costs
of Court taxed at \$11. 67 & thereupon
After all which P. Andrew by Benjamin Parsons his Att^y
comes into Court & appeals from the Judgment of this Court to
the Supreme Judicial Court to be holden at Northampton in
& for the S County of Hampshire on the fourth Tuesday of
September next & he recognizes with Sureties for P. Andrew
presenting his 1st Appeal with Effect &c

John Thwaites of Westfield in the County of Hampshire upon P. Philip Attwater
Habel Morley Junr keeper David Morley Gent^l both of West Springfield
Jury in the same County & Noah Dewey Jun^r of Westfield aforesaid
Gent^l Deft in a Plea of the Case for that S. Deft and Westfield
on March 20 1796 by their Note for Value and procured the C^y
to pay him or Order Nine pounds ten shillings & six pence equal
to Thirty one Dollars & seventy five cents on Demand with Interest
yet said Deft the requested have never paid the same but
neglect to the Damage of P. John Fifty Dollars. The Deft
appears & the Deft the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that the 1st John do recover against the P. Habel David
& Noah Thirty two Dollars & fourteen cents Damages & Costs of
Court taxed at \$17. 59 & thereupon known up May 26 1796

Morley & al
No 147

Samuel Flower of West Springfield in the County of Hampshire Gent^l Flower
Deft in a Plea of the Case for that S. Deft in the same County Gent^l
field appeared on February 13th 1796 by his note for Value
received amounting the P^y to pay him or Order Eight pounds
eleven shillings & four pence equal to twenty eight Dollars and
thirty six cents on Demand with the Interest. yet P. Noah the
often requested hath never paid the same but neglects to
to the Damage of P. Samuel Fifty Dollars. The Deft appears
& the Deft the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by
the Court that S. Samuel do recover against the P. Noah the
Twenty nine Dollars & twelve cents Damages & Costs of
Court taxed at \$11. 91 & thereupon known up May 26 1796

Dewey
No 148

Richard Tally Richard Tally Jun^r both of Montserrat & Daniel Tally & al
Tally of Chester all in the County of Hampshire South Dealers in
Trade P^y of Joseph Henry of Chester in the County aforesaid
Gent^l Deft in a Plea of the Case for his not paying the P^y
his ten notes of hand of sundry Dates amounting to his several
promises, as will more fully appear by the same notes on file
to the P^y Damage One hundred Dollars. The Deft appears
& the Deft the three Times called to come into Court makes
Default of Appearance here. Wherefore it is considered by the
Court that the 1st Richard Richard Jun^r & Daniel do recover
against the 3^d Joseph Fifty four Dollars & eleven cents Damages
& Costs of Court taxed at \$7. 12 & thereupon
known up May 26 1796

Henry
No 157

J Gamwill
vs
J Gamwill
No 160

James Gamwill of Middlefield in the County of Hampshire Plaintiff
vs
Samuel Gamwill of Chester in the same County Defendant
Deft in a Plea of the Case for that the said Samuel Gamwill
does recover against the Plaintiff the sum of all Damages & Costs
incurred thereon, according to the Statute in such case made, provided
The Pleas by them chosen now send into Court then and do
over that said James do recover against the said Samuel nine Dollars
Damages & six Dollars & twenty eight Cents Costs of Pleading &
Costs of Court to be taxed by the Court - Whereupon it is considered
by the Court that the said James do recover against the said Samuel nine
Dollars Damages & Costs of Suit taxed at \$13.71 & thereof
Exec. off May 26 1796

Thos. & al
vs
Bliss & al
May 169

Isaac Thos & Peter Ludlow both of New York in the County & State
of New York Plaintiffs vs
Isaac Bliss of Springfield Plaintiff
vs
Eliza Woodwood of Walbourn Defendant both in the County of
Hampshire Deft in a Plea of the Case for that the said Isaac & Eliza at
New York over at Northampton on June 14th 1794 by their Note for the
sum of two hundred & seven pounds three Shillings (meaning New York Currency)
equal to five hundred & seven Dollars eighty seven Cents & five Mills
with Interest yet the said Isaac & Eliza the requested have ever paid the
same but neglect it to the Damage of the said Isaac & Peter one hundred Dol
lars - The Pleas appear & the Deft the three Times called to come into Court
make Default of Appearance here Whereupon it is considered by the
Court that the said Isaac & Peter do recover against the said Isaac Bliss
Sixty Dollars & fifty six Cents Damages & Costs of Suit taxed at
Dollars 0.35 & thereof
Exec. off May 26 1796

Foster & al
vs
M. Tutin
May 169 1796

Fanny Horton & Lydia Horton both of West Springfield in the County
of Hampshire Singlewomen Plaintiffs vs
George Winton of West Spring
field aforesaid Defendant Deft in a Plea of the Case for that George
at West Springfield aforesaid on November 13th last by his Note for
Value recd promised the said Lydia & Fanny to pay them or Order Forty
eight Dollars on Demand with Interest yet the said George the requested
has not paid the same but neglect it to the Damage of said
Fanny & Lydia ninety Dollars The Pleas appear & the Deft the
three Times called to come into Court make Default of Appearance
here Whereupon it is considered by the Court that the said Fanny & Lydia
do recover against the said George Forty nine Dollars & fifty Cents Damages
& Costs of Suit taxed at \$0.94 & thereof
Exec. off May 26 1796

Fanny
vs
Dewey
No 164

Fanny Horton & Lydia Horton both of West Springfield in the County
of Hampshire Singlewomen Plaintiffs vs
Noah Dewey of Westfield in
the same County Defendant Deft in a Plea of the Case for that the said Noah at
West Springfield on November last by his Note for Value recd
promised the said Fanny & Lydia to pay them or Order on Demand
Twenty four Dollars & twenty two Cents with Interest yet the said Noah
the requested has never paid the same but neglect it to the Dam
age of the said Fanny fifty Dollars The Pleas appear & the Deft the
three Times called to come into Court make Default of Appearance
here Whereupon it is considered by the Court that said Pleas does
over against the said Noah Twenty five Dollars & seventy Cents Damages
& Costs of Suit taxed at \$0.94 & thereof
Exec. off May 26 1796

Joseph Haynes of Springfield in the County of Hampshire yearn¹⁸ Plaintiff
 vs Charles Eddy of Palmer in the same County yearn¹⁸ Defendant
 Part of the Case for that s^d Charles at s^d Springfield on October 20th last by his Note for Value rec^d promised our Samuel Eddy to pay him or Order in four months Twenty one Dollars & sixty four Cents with Interest & afterwards on the same day s^d Samuel by his Indorsement on the same Note ordered the Contents thereof to be paid to the Plaintiff whereof s^d Charles had Notice & in Countershow thereof promised the Plaintiff to pay him the same & yet the said Charles the requested has never paid the same being liable to the Damage of s^d Joseph Forty Dollars The Plaintiff appears & the Deft^d the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Joseph do recover against s^d Charles Twenty two Dollars & thirty nine Cents Damages & Costs of Suit taxed at Dollars One & three p^{ts} Exp^{ts} of way 26 1796

Haynes
 vs
 Eddy
 N^o 165

Isabod Ship of Springfield in the County of Hampshire yearn¹⁸ Plaintiff
 vs Solomon Charles late of Palmer now resident in Wilbraham in the same County yearn¹⁸ Deft^d in a Part of the Case
 for that s^d Solomon at s^d Springfield on December 31st last by his Note for Value rec^d promised s^d Isabod to pay him or Order on Demand £8¹¹ 15¹ 8 equal to \$29²⁴ with Interest also for that s^d Solomon at s^d Springfield on April 23rd last by his Note for Value rec^d promised our Stephen Guadon to pay him or Order on Demand £1¹¹ 7⁰ equal to \$14⁵⁰ with Interest & afterwards on y^e same Day s^d Stephen by his Indorsement on s^d Note ordered the Contents to be paid to the Plaintiff whereof Solomon had Notice & promised to pay the same accordingly ~ Also for that s^d Solomon at said Springfield on May 30 last promised s^d Stephen to pay him or Order on Demand £1¹¹ 14⁰ equal to \$15⁶⁴ with Interest ~ And afterwards on the same Day s^d Stephen by his Indorsement on the same Note ordered the Contents thereof to be paid to the Plaintiff whereof s^d Sol^d had Notice & promised to pay the same accordingly ~ Also for that s^d Solomon at said Springfield on October 28th last by his other Note for Value rec^d promised s^d Stephen to pay him or Order on Demand One Dollar & twenty nine Cents with Interest and afterwards on the same Day s^d Stephen by his Indorsement on the s^d Note ordered the Contents to be paid the Plaintiff whereof said Solomon had Notice & promised to pay the same accordingly ~ Yet the requested s^d Solomon has not paid either the Notes aforesaid but enlists it to the Damage of s^d Isabod sixty Dollars ~ The Plaintiff appears & the Deft^d the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the s^d Isabod do recover against the s^d Solomon Thirty Dollars & twenty eight Cents Damages & Costs of Suit taxed at \$8¹¹ 13

Ship
 vs
 Charles
 N^o 169

After all which the s^d Solomon by Henry Merrett Esq^r his Att^y comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with the Justice for s^d Solomon prosecuting his Appeal with Effect &c

Brewer
vs
Prof
No. 172

Samuel Brewer of Northfield in the County of Hampshire Trader
Plff vs Thomas Prof of Montague in the same County yeoman Defth
in a Plea of the Case for that the s^d Thomas at Northampton aforesaid
on December 1st last by his Note for Value rec^d promised the
Plff to pay him sixteen Dollars with Interest from August 4th
next preceeding the Date of s^d Note yet the requested s^d Thomas
s^d sum has not paid but neglects it to the Damage of s^d Samuel
Thirty two Dollars The Plff appears & the Defth the three Times
called to come into Court without Default of Appearance here
Wherefore it is considered by the Court that the s^d Samuel do
recover against the s^d Thomas Sixteen Dollars & forty six Cents
& Cost of Suit taxed at Dot. 7th 33 & thereof &c
Exon. p^o May 26 1796

Whelock
vs
Lord
No. 173

Joseph Whelock of Cheshire in the County of Cheshire & State
of New Hampshire yeoman Plff vs William Lord Jun^r of
Orange in the County of Hampshire yeoman Defth in a Plea of
the Case for that s^d William at Orange on July 2^d 1794 by his
Note for Value rec^d promised the Plff to pay him seven pounds
ten shillings (of the Value of twenty five Dollars) within fourteen
months with Interest Yet s^d William the requested sum not
paid the same but neglects it to the Damage of s^d Joseph Thirty
Dollars The Plff appears & the Defth the three Times called to come
into Court without Default of Appearance here Wherefore it
is considered by the Court that the s^d Joseph do recover against
the said William Seventeen Dollars & sixty six Cents Damages
& Cost of Suit taxed at Dot. 8th 66 & thereof &c
Exon. p^o May 26 1796

Ward
vs
Smith & al
No. 174

Samuel Ward of Lancaster in the County of Worcester Gent^l Plff
vs Daniel Smith & Chester Smith both of Haverley in the County
of Hampshire yeoman Defth in a Plea of the Case for that said
Daniel & Chester at Northampton aforesaid on May 21. last by
his Note for Value rec^d promised the Plff to pay him or Order
Twenty pounds eight shillings & six pence (of the Value of sixty eight
Dollars eight Cents) on Demand with Interest Yet the requested
s^d Daniel & Chester s^d sum have not paid but neglects it to the Da
mage of s^d Samuel One hundred & fifty Dollars The Plff appears
& the Defth the three Times called to come into Court without Default
of Appearance here Wherefore it is considered by the Court that the
s^d Samuel do recover against s^d Daniel & Chester Seventy two Dollars
& fourteen Cents Damages & Cost of Suit taxed at Dot. 9th 33 &
thereof &c
Exon. p^o May 26 1796

Shalluck
vs
Pulley
No. 175

Lydia Shalluck of Barnardston in the County of Hampshire Singlewoman
Plff vs Elijah Pulley of Wrentham in the County of Cheshire & State
of New Hampshire Trader Defth in a Plea of the Case for that s^d Elijah
at Northampton on December 13th 1794 with our s^d Lydia's s^d sum
(as s^d sum due and) by his Note for Value rec^d promised the
Plff to pay her or Order Twenty pounds (of the Value of sixty six
Dollars & sixty six Cents) on or by October 1st next yet s^d
Elijah the requested sum never paid the same but neglects it to the
Damage of said Lydia One hundred & forty Dollars The Plff appears
& the Defth the three Times called to come into Court without Default of
Appearance here Wherefore it is considered by the Court that the said
Lydia do recover against the said Elijah Seventy two Dollars & forty six
Cents Damages & Cost of Suit taxed at Dot. 9th 33 & thereof &c
Exon. p^o May 26 1796

Asa Ward of Palmer in the County of Hampshire Sherborn "Plff" vs
 James Hollawell of Haverhill in the County of Worcester & Sherborn "Def" in
 and in plea of the Case for that S James at Greenwick in the County of Hampr
 this on May 11th last by his Note for Value and promised S Asa to
 pay him on Order Eight pounds sixteen shillings (meaning twenty
 nine Dollars & thirty three Cents) by November 1st then next with Interest
 Upon S James the requested has not paid the same but neglects it to the
 Damage of S Asa. Sixty Dollars The Plff appears & the Deft the
 third Times called to come into Court makes Default of Appearance
 here Wherefore it is considered by the Court that the S Asa do re
 cover against the S James Thirty one Dollars & fourteen Cents Dam
 ages & Costs of Suit taxed at Dol: 8¹¹ 85 & thereof de
 Exon of June 3rd 1796

Ward
 vs
 Hollawell
 No 186

Gideon Thibodeau of Longmeadow in the County of Hampshire Sherborn Thibodeau
 anon Plff vs Ephraim Wolcott & James Wolcott both of Longmeadow
 sponors & Carriers Defs in a plea of the Case for that S Ephraim &
 James at Wilbraham on April 16th 1793 by their Note for Value and
 promised S Gideon to pay him thirty two pounds seven shillings
 & seven Pence (equal to one hundred & seven Dollars
 & seven Cents) by April 1st 1796 with Interest from April 1st
 then next Upon S Defs the requested have not paid the same
 but neglects it to the Damage of said Gideon Twenty Dollars
 The Plff appears & the Defs the third Times called to come into Court
 makes Default of Appearance here Wherefore it is considered by
 the Court that the S Gideon do recover against the S Ephraim & James
 Forty eight Dollars & seven Cents Damages & Costs of Suit taxed at Dol: 0
 7¹¹ 99 & thereof de
 Exon of May 28 1796

Thibodeau
 vs
 Wolcott & al
 No 190

William Lord & Thomas Butler both of Framington in the County of
 New London & State of Connecticut Gent^l Plff, vs James Warner of
 Wilbraham in the County of Hampshire Gent^l Def in a plea of
 that whereas S William & Thomas before this Court the third Tuesday
 of May 1794 received Judgment against James said Stattons
 late of Worcester in the County of Worcester Prisoner for Twenty
 pounds Damages & one pound ten shillings & eleven Pence
 Costs whereof S James is convicted, & the Judgment thereof
 is rendered & Exon granted Theron yet the same is returned
 wholly unsatisfied & whereas the said James Warner was Surety
 for S Stattons upon the original Prouph not only for his ap
 pearance in Court but for his abiding by & performing the
 Judgment aforesaid & that S Warner ought to pay the same de
 The Plff appear & the said James Warner the third Times called to
 come into Court makes Default of Appearance here Wherefore
 it is considered by the Court that S William & Thomas do recover ag
 ainst S James Warner Twenty six Dollars & thirty Cents Debt
 & Costs of Suit taxed at Dol: 9¹¹ 13 & thereof de

Lord & al
 vs
 Warner
 No 191

Reuben Bluff of Springfield in the County of Hampshire Gent^l Plff vs Sedrick
 Bluff of West Springfield in the same County Sherbornman Def in a plea
 of the Case for that S Sedrick at Springfield on December 8th 1794 by his
 Note for Value and promised S Reuben to pay him on Order Eighty
 pounds (equal to One hundred sixty six Dollars & eighty seven Cents)
 on Demand with Interest Upon S Sedrick the requested has not
 paid the same but neglects it to the Damage of S Reuben two hundred
 & fifty Dollars The Plff appears & the Defs the third Times called to come
 into Court makes Default of Appearance here Wherefore it is considered
 by the Court that the S Reuben do recover against the S Sedrick One hundred
 & eighty Dollars & eighty seven Cents Damages & Costs of Suit taxed at
 Dollars 7¹¹ 7 & thereof de
 Exon of May 28 1796

S Bluff
 vs
 Bluff
 No 194

Shawles
vs
Talley
No 198

Shawles of Stamford in the County of Hampshire Gent vs
Talley of Shropshire in the same County & Town Deft in a Plea
of the Case for that S^d Talley said Stamford on January 9th last by
his Note for Value rec^d promised S^d Shawles to pay him twenty
eight Dollars on Demand with Interest Yet S^d Talley the requested
has not performed his S^d promise but neglects it to the Damage of
said Shawles fifty Dollars The Plea appears & the Deft the three Times
called to come into Court makes Default of Appearance here Wherefore it is con-
sidered by the Court that S^d Shawles do recover against the S^d Talley twenty
eight Dollars & sixty three Cents Damages & Costs of Suit taxed at Dis-
cretion 28 & thereof 22
Exon off May 26 1796

Black
vs
Cochran
No 202

George Black of Stamford in the County of Hampshire Lab
ourer vs
Cochran of Shropshire in the same County yeoman
Deft in a Plea of the Case for that whereas S^d Cochran said Stan-
ford on February 6th last by his Note for Value rec^d promised
S^d George to pay him thirty three Dollars & seventy five Cents
on Demand with Interest Yet S^d Cochran the requested has not
performed his S^d promise but neglects it to the Damage of said
George forty Dollars The Plea appears & the Deft the three Times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the S^d George do recover
against the S^d Cochran Twenty nine Dollars & twenty six Cents
Damages & Costs of Suit taxed at Dis-
cretion 7. 33 & thereof 22
Exon off May 26 1796

Talley & al
vs
Mitchell
No 209

Richard Talley of Stamford both of the County of Hampshire in
said County & Daniel Talley of Shropshire in S^d County Bank Deal-
ers in Trade vs
Mitchell of Stamford yeoman Deft in a Plea of the Case for that S^d Mitchell said
Stamford on December 1st last by his Note for Value rec^d promised the Plea to pay them
thirty one Dollars & twenty eight Cents on Demand with Interest
Yet S^d Mitchell the requested has not performed his S^d promise
but neglects it to the Damage of S^d Talley fifty Dollars
The Plea appears & the Deft the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by the
Court that S^d Talley do recover against the said Mitchell Twenty four
Dollars & twenty nine Cents Damages & Costs of Suit taxed at Dis-
cretion 7. 32 & thereof 22
Exon off May 26 1796

Thing
vs
Henry
No 204

Elisha Thing of Stamford in the County of Hampshire Labourer
vs
Joseph Henry of Shropshire in the same County yeoman Deft
in a Plea of the Case for that S^d Joseph said Stamford on Jan-
uary 7th last by his Note for Value rec^d promised S^d Elisha to
pay him five pounds two Shillings & two pence equal to four
teen Dollars & three Cents on Demand with Interest Yet S^d
Joseph the other requested has not performed his S^d promise
but neglects it to the Damage of S^d Elisha thirty Dollars
The Plea appears & the Deft the three Times called to come into
Court makes Default of Appearance here Wherefore it is con-
sidered by the Court that the said Elisha do recover against the
said Joseph Seventeen Dollars & forty two Cents Damages &
Costs of Suit taxed at Dis-
cretion 7. 51 & thereof 22

Exon off May 26 1796

Adam Clark Gray of Pelham in the County of Hampshire
Plff vs Jonathan Smith of South Hadley in the same County
Defth in a Plea of the Case for that Jonathan at South Hadley
after said on September 9th last by his Note for Value and
indeed Gray to pay him Sixty Dollars on Demand with Interest
Y^t Jonathan the requested has never paid the same but neglects
it to the Damage of Gray One hundred Dollars - The Plff
appears & the Defth the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court
that the said Gray do recover against Jonathan Sixty Dollars
& fifty four Cents Damages & Costs of Suit taxed at 20^{cts} & 2^{cts}
& thereof &c
Exonerat May 31. 1796

Gray
vs
Smith
No 206

Isaac Power Hunter of Greenwich in the County of Hampshire
Plff vs Joines Gutter of Leverett in the same County
Gut
Defth in a Plea of the Case for that Joines at Greenwich
on September 29th last by his Note for Value and promised
Hunter to pay him or Order fifteen Dollars on or before November
20th then next with Interest Y^t Joines the requested has not
paid the same but neglects it to the Damage of Hunter thirty
Dollars The Plff appears & the Defth the three Times called to come
into Court makes Default of Appearance here Wherefore it is
considered by the Court that the said Isaac do recover against the
said Joines fifteen Dollars & sixty Cents Damages & Costs of
Court taxed at 20^{cts} & 2^{cts} & thereof &c Exonerat June 13. 1796

Hunter
vs
Gutter
No 207

Justin Toward of Belchertown in the County of Hampshire
Plff vs Stephen Hubbard of Northampton in the same County
Hubbard
Defth in a Plea of the Case for that Stephen at
Northampton on January 28th 1795 by his Note for Value
and promised Stephen to pay him or Order four pounds
six Shillings & nine pence equal to fourteen Dollars forty seven
Cents with Interest Y^t Stephen the requested has not
paid the same but neglects it to the Damage of Justin
Twenty five Dollars The Plff appears & the Defth the three
Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the said Justin
do recover against Stephen Twenty five Dollars & sixty Cents
Damages & Costs of Suit taxed at 20^{cts} & 2^{cts} & thereof &c
Exonerat May 31. 1796

Toward
vs
Hubbard
No 210

Stephen Gorham of Hardwick in the County of Worcester
Plff vs John Pure Jr. residing at New Salem in the County of
Hampshire
Pure
Defth in a Plea of the Case for that John
at said Hardwick on May 11 1795 by his Note for Value
and promised Stephen to pay him or his Order nine
pounds (that is Dollars) on or before November 1st then next
with Interest Y^t said John the requested has never paid the
same but neglects it to the Damage of Stephen forty Dollars
The Plff appears & the Defth the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court
that the said Stephen do recover against the said John thirty one
Dollars & eighty five Cents Damages & Costs of Suit taxed at 20^{cts}
& 6^{cts} & thereof &c
Exonerat June 13. 1796

Gorham
vs
Pure
No 214

Isaac Sampson of Amherst in the County of Hampshire
Plff vs Aaron Broad of Leverett in the same County
Broad
Defth in a Plea of the Case for that Aaron at Amherst on
April 3rd last by his Note for Value promised Isaac to pay him
or Order three pounds eight Shillings & seven pence eleven Dollars &
thirty five Cents with Interest with Interest &c also
Exonerat

Sampson
vs
Broad
No 217

For that s^r Aaron ab^s Pambush on May 27th Cash by his other Note for Value rec^d promised s^r Jacob to pay him or Order two pounds thirteen Shillings (eight Dollars & eighty three Cents) within three months with Interest Also for that s^r Aaron ab^s Pambush on November 10th Cash by his other Note for Value rec^d promised s^r Jacob to pay him or Order One Dollar & thirty two Cents on Demand - Also for that s^r Aaron ab^s Pambush on May 1st Instant was indebted to s^r Jacob in the Sum of One Dollar & seventy seven Cents for Articles contained in the Schedule annexed to the Writ & in Consideration thereof s^r Jacob said s^r Aaron to pay him the same on Demand & s^r Aaron the requested has not performed either his promises aforesaid but neglects it to the Damage of s^r Jacob forty Dollars The Pleas appears & the Def^t the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^r Jacob do recover against the s^r Aaron

Damages & Cost of Suit taxed at
Dollar 6⁰⁰ 43 & three of a

Bates
vs
Bardwell
No 233

Isaiah Bates of Worthington in the County of Hampshire Yeoman
Plff vs. Silas Bardwell of Conway in the same County Labourer
Def^t in a Plea of the Case for that s^r Silas ab^s Conway aforesaid on March 2^d 1796 by his Note for Value rec^d promised s^r Isaiah to pay him or Order Twenty Dollars & twenty eight Cents on Demand with Interest Yet s^r Silas the requested has not paid the same but neglects it to the Damage of s^r Isaiah thirty Dollars The Pleas appears & the Def^t the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^r Isaiah do recover against the said Silas Twenty Dollars & thirty three Cents Damages & Cost of Suit taxed at Dols 7⁰⁰ 57 & three of a

Hayward
vs
Bristol
No 236

Edward Hayward of Windsor in the County of Berks and Yeoman
Plff vs. William Otis & Phylander Tobes both of Cummington in the County of Hampshire Traders Def^t in a Plea of the Case for that s^r Otis & Tobes ab^s Cummington aforesaid on September 30th 1795 by their Note for Value rec^d promised s^r Edward to pay him fifty Dollars & twenty five Cents by March 1st then next with Interest Yet s^r Otis & Tobes the requested have not paid the same but neglects it to the Damage of s^r Edward sixty three Dollars - The Pleas appears & the Def^t the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^r Edward do recover against s^r Otis & Tobes thirty two Dollars & fifty six Cents Damages & Cost of Suit taxed at Dols 7⁰⁰ 62 & three of a Ex^{pt} May 26 1796

Os & al
vs
Cannon
No 237

William Otis & Phylander Tobes both of Cummington in the County of Hampshire Traders Plff vs. Abijah Cannon of Ashfield in the same County Yeoman Def^t in a Plea of the Case for that s^r Abijah ab^s Cummington aforesaid on October 15th 1795 by his Note for Value rec^d promised the Pleas to pay them or Order thirteen dollars & twenty eight Cents on Demand with Interest Also for that s^r Abijah ab^s Cummington aforesaid on October 15th 1795 by one other Note for Value rec^d promised the Pleas to pay them or Order thirteen Dollars & twenty eight Cents on Demand with Interest Yet s^r Abijah the requested has not paid s^r Notes but neglects it to the Damage of said Otis & Tobes thirty Dollars - The Pleas appears & the Def^t the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^r Pleas do recover against s^r Abijah Twenty seven Dollars & 7⁰⁰ 58 Cents Damages & Cost of Suit taxed at Dols 7⁰⁰ 31 & three of a Ex^{pt} May 26 1796

Shipp appears & the Debt the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court
that P Ivory do recover against the said Eli Sixty Dollars Damages
& Costs of Suit taxed at Doll 6. 00 & thereof &c
Exon iff June 1. 1796

Leavitt Esq
vs
Ball Esq
No 249

Thaddeus Leavitt of Suffield in the County of Hartford & State
of Connecticut Esq vs. Eli Ball of West Springfield in the
County of Hampshire yeoman & Willard Gasbourn of Suffield
aforsaid yeoman Debt in a Plea of the Case for that P Eli & Willard
of Suffield viz at Northampton aforsaid by their Note for Value
received on March 5. 1795 promised the P to pay him on October
20th then next Forty five pounds eight shillings & one penny
equal to One hundred fifty one Dollars & thirty four Cents with
Interest Yet P Eli & Willard the requested have never paid the
same but neglect it to the Damage of P Thaddeus One hundred &
eighty Dollars The P appears & the P Eli (who only has been
summoned) the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court
that P Thaddeus do recover against P Eli One hundred twenty seven
Dollars Damages & Costs of Suit taxed at Doll 7. 77 & thereof &c
Exon iff May 26. 1796.

Bliff
vs
Taylor
No 250

Alexander Bliff of Springfield in the County of Hampshire yeoman
vs. Joseph Taylor of West Springfield in the same County yeoman
Debt in a Plea of the Case for that P Joseph at Springfield aforsaid
on November 19. 1793 by his Note for Value received promised the
P to pay him on Order Five pounds six shillings (equal to Seventeen
Dollars sixty seven Cents) on Demand with Interest Yet said
Joseph the requested has not paid the same but neglects it to the
Damage of said Alexander twenty five Dollars The P appears
& the Debt the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court that
the said Alexander do recover against the said Joseph Seventy
Dollars & thirty one Cents Damages & Costs of Suit taxed at Dollars
Eight & thereof &c Exon iff May 26. 1796

Leavitt
vs
Vick
No 251

Thaddeus Leavitt of Suffield in the County of Hartford & State
of Connecticut Trader vs. John Vick of Westfield in the
County of Hampshire Stevedorman Debt in a Plea of the Case
for that the P John at Westfield aforsaid on Febru-
ary 1795 by his Note for Value received promised the P
to pay him Five pounds nine shillings (equal to eighteen
Dollars & seventeen Cents) within three months from the
Date with Interest Yet said John the requested has never
paid the same but neglects it to the Damage of P Thaddeus
thirty Dollars The P appears & the Debt the three Times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the P Thaddeus do
recover against the P John nineteen dollars & thirty four
Cents Damages & Costs of Suit taxed at Doll 7. 49 & thereof &c
Exon iff May 26. 1796

Bliff
vs
Walden
No 252

Alexander Bliff of Springfield in the County of Hampshire
yeoman vs. Jonathan Walden of Wilbraham in the same
County yeoman Debt in a Plea of the Case for that P Jonathan
at Springfield aforsaid on January 1794 by his Note for Value
received promised the P to pay him on Order two pounds six
pence & three shillings & two pence half penny (equal to nine Dollars &

thirty seven cents on Demand and with Interest - Also for that said Jonathan on January 12th 1795 by his other Note for Value and upon our Justice Lonsdale to pay him or Order two pounds seven shillings & seven pence (equal to seven Dollars & seventy seven cents on Demand and with Interest - And so Jonathan there afterwards the same day made his Indorsement on P^r Note & ordered the Contents to be paid to the Plaintiff whereof Jonathan then & there had Notice & in Consideration thereof promised the Plaintiff to pay him the same accordingly - Yet the Plaintiff requested the Court that Jonathan has not yet paid either his promises or the said bill neglects it to the Damage of P^r Alexander Twenty Dollars - The Plaintiff appears & the Plaintiff the three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that said Alexander do recover against the P^r Jonathan Seventeen Dollars & six cents Damages & Costs of Suit taxed at Dot^y 7th 31st & thereof &c
Exon^d May 26. 1796.

Alexander Bliff of Springfield in the County of Hampshire upon P^r Plaintiff Jonathan Bliff of Wilberham in the same County upon Defendant in and to the Case for that P^r Jonathan at Springfield aforesaid said on August 26th 1795 by his Note for Value and promised the Plaintiff to pay him or Order Five pounds seven shillings & nine pence equal to Seventeen Dollars ninety six cents on Demand and with Interest - Yet the Plaintiff requested P^r Jonathan has not paid the same but neglects it to the Damage of P^r Alexander thirty Dollars - The Plaintiff appears & the Plaintiff the three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that said Alexander do recover against the P^r Jonathan Eighteen Dollars & seventy five cents Damages & Costs of Suit taxed at Dot^y 7th 19th & thereof
Exon^d May 26 1796

A. Bliff
Plf
No 253.

Thaddeus Leavitt of Sufield in the County of Hartford & State of Connecticut Trader Plaintiff vs Samuel Goris wold of Norwich in the County of Hampshire Husbandman & Joel Mow of Northampton in the County of Hampshire Defendants in and to the Case for that P^r Samuel & Joel at Northampton aforesaid on March 20th 1795 by their Note for Value and promised the Plaintiff to pay him or Order Twenty pounds (equal to Sixty six Dollars & sixty six cents in six months with Interest - Yet P^r Samuel & Joel have never paid the same but neglect it to the Damage of P^r Thaddeus Eighty Dollars - The Plaintiff appears & the Plaintiff the three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that said Thaddeus do recover against the P^r Samuel and Joel Seventy one Dollars & thirty four cents Damages & Costs of Suit taxed at Dot^y 7th 79th & thereof
Exon^d May 26 1796

Leavitt
Plf
Griswold
No 255.

Abiah Perry of Enfield in the County of Hartford & State of Connecticut Gentleman Plaintiff vs Abiah Coy of Wetherham in the County of Hampshire Gentleman & John Coy of Wetherham in the County of Hampshire Gentleman Defendants in and to the Case for that P^r Abiah & John at Northampton aforesaid on December 20th 1792 by their Note for Value and promised P^r Abiah to pay Ten pounds nine shillings (which yet is equal to Forty six Dollars & fifty cents) worth of Bush pork & Grain in three years from January 1st then next at the market price with Interest - Yet the Plaintiff requested the Plaintiff have not paid the same but neglects it to the Damage of said Abiah Sixty Dollars - The Plaintiff appears & the Plaintiff the three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that P^r Abiah do recover against P^r Abiah & John Forty three Dollars & ninety seven cents Damages & Costs of Suit taxed at Dot^y 7th 79th & thereof
Exon^d May 26 1796

Perry
Plf
Coy & al
No 255

Ashley
vs
Fowler
No 256

William Ashley of Westfield in the County of Hampshire Plaintiff
vs
Isabel Fowler Jun^r of Southworth in the same County Defendant
Defendant in a Plea of the Case for that said Isabel at Westfield aforesaid on June 2^d last by her Note for Value rec^d promised the Plaintiff to pay him or Order Three pounds twelve Shillings (equal to eighteen Dollars & sixty seven Cents by November 1st then next with Interest yet said Isabel the requested has not paid the same but neglects it to the Damage of said William Twenty five Dollars - The Plaintiff appears the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said William do recover against said Isabel Nineteen Dollars & sixty nine Cents Damages & Costs of Suit taxed at Doll^r 8¹¹ 7 1/2 thus paid
Ex^{te} May 26 1796

Hancock
vs
Blackman
No 257

William Hancock of Enfield in the County of Hartford & State of Connecticut Plaintiff
vs
Silvanus Blackman of Worthington in the County of Hampshire Defendant
Defendant in a Plea of the Case for that said Silvanus at Enfield vid in Northampton aforesaid on November 1st last by his Note for Value rec^d promised said William to pay him thirty Dollars & half La Mo^r worth of Linseed Oil & five shillings equal to eighty three Cents by the Gallon within twelve days yet the said Silvanus has not paid the same but neglects it to the Damage of said William fifty Dollars - The Plaintiff appears the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said William do recover against the said Silvanus thirty one Dollars & forty Cents Damages & Costs of Suit taxed at Doll^r 9¹¹ 26 thus paid
Ex^{te} May 26 1796

W Gould
vs
J Gould
No 261

William Gould of Charlemont in the County of Hampshire Plaintiff
vs
John Gould of the same Charlemont Defendant
Defendant in a Plea of the Case for that said John at Charlemont on August 13 1794 by his Note for Value rec^d promised said William to pay him or Order Eight pounds six Shillings & six pence (equal to twenty six Dollars & twenty six Cents) on Demand with Interest yet said John has never paid the same the requested but neglects it to the Damage of said William Sixty Dollars The Plaintiff appears the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said William do recover against the said John Twenty nine Dollars & seventy nine Cents Damages & Costs of Suit taxed at Doll^r 8¹¹ 95 & thus paid
Ex^{te} May 26 1796

B Gould
vs
J Gould
No 265

Benjamin Gould of Charlemont in the County of Hampshire Plaintiff
vs
Isaac Gould of South in the same County Defendant
Defendant in a Plea of the Case for that said Isaac at South on September 30th 1794 by his Note for Value rec^d promised said Benjamin to pay him or Order Twenty two Dollars & eighty two Cents by January 1st then next with Interest yet said Isaac the requested has never paid the same but neglects it to the Damage of said Benjamin thirty Dollars The Plaintiff appears the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Benjamin do recover against said Isaac Twenty six Dollars & forty six Cents Damages & Costs of Suit taxed at Doll^r 8¹¹ 95 & thus paid
Ex^{te} May 26 1796

Nims
vs
Thimardal

Hubert Nims of Shelburne in the County of Hampshire Plaintiff
vs
Aaron Thimardal Jun^r & Isaac Thimardal both of Shelburne aforesaid
Defendant in a Plea de as set forth in the Declaration on file do
Neither Party appearing in Court the Action is dismissed

Jonathan Townsend of Bealtieborough in the County of Windsor a State
of Vermont Trader Plaintiff vs. Charles Boydwell of Shelburne in the County
of Hampshire yeoman Deft in a Plea of the Case for that s^d Charles
on September 1st 1795 by his Note for Value rec^d
promised said Jonathan to pay him or Order Seven pounds eight
shillings & three pence (equal to thirty nine Dollars & seventy cents)
on Demand with Interest Yet s^d Charles has never paid the same
He requested but neglects it to the Damage of s^d Jonathan eighty Dollars
The Plaintiff has been three Times called to come into Court & make Default
of appearance here wherefore it is considered by the Court that the said
Jonathan do recover against the said Charles

Townsend
vs
Boydwell
No 267

Robert Lacey of Shelburne in the County of Hampshire Carpenter
Plff vs. John Matthews late of Colrain in the same County yeoman
& Jacob Gregg of the same Colrain Gent, Agents & Trustees of the s^d
John Deft in a Plea of the Case for that s^d John late of Colrain on
January 28th last was indebted to s^d Robert in the Sum of fifty
six Dollars & nine cents for work & Labour there before that time
done by s^d Robert & his Servants for said John at his request & in Con
sideration there of s^d John promised s^d Robert to pay him the same on
Demand with Interest Yet s^d John the requested has not performed
his said promise but neglects it to the Damage of s^d Robert sixty four
Dollars & and whereas s^d Robert says that said John has not in his
own hands Goods & Estate to the Value aforesaid which can be come
up to be attached but has intrusted & deposited in the hands of
s^d Jacob his Trustee Goods &c to the s^d Value &c
The Plaintiff appears & the said Jacob comes into Court & being sworn
declares upon his Oath that about January 1st last he gave a Note
to s^d Matthews for about Four hundred Dollars & said to him yet
remains as much as three hundred Dollars still due that s^d Robert
was negotiable & after the Service of the Writ s^d Matthews told me he
had endorsed s^d Note over to his Son The said Matthews being
now three Times called to come into Court makes Default of appear
ance here wherefore it is considered by the Court that the s^d Robert
do recover against the s^d John Fifty seven Dollars & twenty one cents
Damages & Costs of Suit taxed at Dol. 9. 42 & three of d

Acory
vs
Matthews & Leg^h
No 268

Exon of May 26 1796

Jonathan Leavitt of Greenfield in the County of Hampshire Att^y
at Law Plff vs. Nathaniel Gould of Charlestown in the same County
yeoman Deft in a Plea of the Case for that s^d Nathaniel on
August 27th last by his Note for Value rec^d prom
ised the Plaintiff to pay him or Order nine pounds seven pence & motion
and three pence (equal to sixty six Dollars & fifty four cents)
by April 1st 1796 with Interest. Also for that s^d Nathaniel on
April 20th 1795 at Greenfield a promise was indebted to s^d Gould
in the Sum of sixteen Dollars & sixteen cents for money
paid out & services performed by s^d Jonathan for s^d Nathaniel at
his request in consideration where of s^d Nathaniel promised s^d Plaintiff
to pay him the same on Demand Yet s^d Nathaniel the requested
has not performed either his promises aforesaid but neglects it
to the Damage of said Jonathan two hundred Dollars The Plaintiff
appears & the Deft the three Times called to come into Court makes
Default of appearance here wherefore it is considered by the Court that
s^d Leavitt do recover against the s^d Nathaniel Seventy one Dollars & forty
two cents Damages & Costs of Suit taxed at Dol. 7. 87 1/2 & three of d

Leavitt
vs
Gould
No 269

Exon of May 26 1796

Leavitt
vs
Cary
No 270

Jonathan Leavitt of Greenfield in the County of Hampshire Att at Law
Plff vs Thomas Cary of Rowe in the same County yeoman Defth in a
Plea of the Case for that I Thomas at Greenfield on June 15th 1793 by his
Note for Value recd promised I Jonathan to pay him or Order Fifteen
pounds twelve shillings & six pence (equal to Fifty two Dollars & nine
Cents) on Demand with Interest Yet I Thomas the requested has
not paid the same but neglects it to the Damage of I Jonathan nine
ty Dollars The Defth appears I the Defth the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by the Court
that the said Jonathan do recover against the said Thomas fifty two
Dollars & twelve Cents Damages & Cost of Suit taxed at 8¹/₂ 15¹/₂
& thereof &c
Exon off May 26 1796

Brook del
vs
Hebard
No 273

Francis Brook del & Daniel Wedworth all of Hartford in
the County of Hartford & State of Connecticut Joint Partisurs in Trade Plffs
vs Benjamin Hebard of Shuburne in the County of Hampshire Trader
Defth in a Plea of the Case for that I Benjamin on December 19. 1794 by
his Note for Value recd promised the Plffs to pay them or Order four
pounds & two pence (equal to thirteen Dollars & thirty six Cents) on sixty
Days with Interest Yet he hath never paid the same the requested but
neglects it to the Damage of I Plffs thirty Dollars The Plffs appear &
the I Benjamin the three Times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that the said
Francis Plff & Daniel do recover against the I Benjamin fourteen
Dollars & thirty six Cents Damages & Cost of Suit taxed at 9¹/₂ 31
& thereof &c
Exon off May 26 1796

Leavitt
vs
Giles
No 274

Jonathan Leavitt of Greenfield in the County of Hampshire Att at Law Plff
vs John Giles of Charlestown in the same County yeoman Defth in a
Plea of the Case for that I John at Greenfield a forward on August 21st 1795
by his Note for Value recd promised the Plff to pay him or Order Seven
pounds three shillings & nine pence (equal to twenty three Dollars and
ninety six Cents) on Demand with Interest Yet he never paid the
same but neglects it to the Damage of I Jonathan fifty Dollars
The Plff appears & the Defth the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by the Court
that the said Jonathan do recover against the I John twenty five
Dollars & three Cents Damages & Cost of Suit taxed at 7¹/₂ 18¹/₂
& thereof &c
Exon off May 26 1796

Bratton
vs
Simson
No 277

Samuel Bratton of Windsor in the County of Windham & State of
Vermont Gent^l Plff vs Joseph Simson late of Concord now in the
County of Hampshire yeoman Defth in a Plea of the Case for that
said Joseph at Northampton a forward on December 11th 1792 by his
Note for Value recd promised I Bratton to pay him or Order Seven
ty four pounds six shillings (equal to eighty one Dollars) on
Demand Yet I Simson the requested has never paid the same
but neglects it to the Damage of I Bratton seven ty Dollars
The Plff appears & the Defth the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that I Samuel do recover against I Joseph seventy
ty four Dollars & thirty Cents Damages & Cost of Suit taxed at 8¹/₂
D¹ 55 & thereof &c
Exon off May 25th 1796

James Peebe of Longmeadow in the County of Hampshire upon
Pleff vs. Samuel Shibley of the same Longmeadow upon an Debt in
a Bill of Preference by them entered into & acknowledged agreeably to
the Statute in such Case made & provided ~ The said Parties appear
& the Sheriff by them chosen now send into Court their Answer viz
" That the Deed of Asa Shibley to the said James Peebe dated March 9th
" 1796, acknowledged & recorded on the same day is good & valid &
" that the Title to the Lands therein described is in the said James Peebe
" & that he have & possess the same ~ And that said Samuel pay unto
" said James & that said James have & recover of said Samuel four Dollars
" & Cost of Preference taxed at eight Dollars & sixty Cents" which
Award is accepted ~ And it is thereupon it is considered by the Court
that the said James have & possess the Lands aforesaid & recover against
the said Samuel four Dollars Damages & Cost of Suit taxed at
Dollars 14th 50 & thereof de Ex^{or} for Dam's Cost paid May 26. 1796

Peebe
Shibley
No 288

Thomas Bull of Hartford in the County of Hartford & State of Conn
vs. Michael Bull of New York in the State of New York
Joint Partners in Trade Pleff vs. Oliver Cooley of Greenfield in the
County of Hampshire upon an & Robert Henry late of Greenfield
late joint Partners in Trade Debt in a Bill of the
Case for that said Cooley & Henry at Hartford viz at Northampton
on September 29th 1794 by their Note for Value rec'd promised
the Pleff to pay them or Order Ten pounds six shillings &
eleven pence (equal to fifty one Dollars & sixteen Cents) in
thirty five days with Interest ~ Also for that said Oliver & Robert
on November 29th 1794 by their other Note under their hand
for Value rec'd promised the Pleff to pay them or Order thirty
eight pounds eight shillings & six pence (equal to one hundred &
twenty eight Dollars & nine Cents) in thirty five days with
Interest after 30 days ~ Also for that said Cooley & Henry on
April 20th 1796 were justly indebted to the Pleff in another
sum of one hundred & ten Dollars for good ware & merchandise
deliv^d them before that Time sold & delivered by the Pleff to the
Deft at their Request in Consideration thereof the said Oliver and
Robert promised the Pleff to pay them the same on Demand
Said Cooley & Henry have never performed either their pro
mise aforesaid but neglect it to the Damage of said Michael &
Thomas Two hundred Dollars ~ The Pleff appear & the said
Oliver (who only has been summoned) being their Times called to
come into Court makes Default of Appearance here wherefore it
is considered by the Court that said Pleff do recover against the said
Oliver Two hundred Dollars Damages & Cost of Suit taxed at
Dollars 7th 99

Bull & al
vs
Cooley
No 292

James Simms of Plainfield in the County of Hampshire upon
Pleff vs. Joel Slope of Plunkland in the County of Worcester Laborer
Deft in a Plea of the Case for that said Joel late of Plainfield viz
February 9. 1798 by his Note for Value rec'd promised said James
to pay him seven pounds ten shillings (equal to twenty five
Dollars) by November 1st then next with Interest ~ Yet said
Joel the requested has not paid the same but neglect it to the
Damage of said James forty Dollars The Pleff appear & the Deft
the three Times called to come into Court makes Default of
Appearance here wherefore it is considered by the Court that the
said James do recover against the said Joel twenty five Dollars for
ten Cents Damages & Cost of Suit taxed at 2th 50 & thereof de
Ex^{or} off May 26. 1796

Simms
vs
Slope
No 295

Wm. L. Warner Adm'r
Pet for Sale Real
Estate N^o 300

Humbly shew Samuel Warner Administrator de Bonis non on
the Estate of Phineas Warner late of Hadley in the County of Hamp
shire deceased, that the whole Estate at the Time of his decease let
his of Administration consist of Real Estate, that the Debts due
from said Estate with the Adm^r's Account allowed &c. amounts to
five hundred & seventy two Dollars & seven Cents & the Petitioner prays
he may be allowed to make Sale of so much of the Real Estate
of said Deceased as will enable him to discharge said Debts with
additional Cost & which said Petition being read with a Certifi
cate of the Justices of Probate &c. for said County, certifying that it
is necessary so much of said Real Estate be sold as will produce the said
sum & It is thereupon considered by the Court that the Administra
tor aforesaid be & he hereby is empowered to make Sale of so much
of the Real Estate of said Deceased as will produce the sum of Three
hundred & seventy nine Dollars for the purpose of paying the Debts
aforesaid, he first advertising the same in Northampton Papers for
three weeks previous to said Sale and conforming to the Directions
of the Law relating to such Sales

Clark
vs
Craft
N^o 302

Justus Clark of Whately in the County of Hampshire Cordwainer &
John Craft of S^o Whately yeoman Parties in a Rule of the Peace
of all Demands & matters of Controversy subsisting between them
entered into according to the Statute in such Case made & provided
That said Parties appear & the Justices by them chosen send into
Court their Award viz^t That S^r Justus recover of S^r John
Thirty five Dollars Damage & Costs of Expence taxed at thirteen
Dollars & ninety two Cents. Costs of Court to be taxed by the Court
whereupon it is considered by the Court that the S^r Justus do
recover against S^r John Thirty five Dollars Damages & Costs of
Court &c. taxed at \$18.50 & therefore Ex^o may 26 1796

Nash vs Comp.
Thompson
N^o 306

Humbly shew Joseph Nash Calvin True Andrew Shudd & Samuel
Thompson of Charlestown in the County of Hampshire yeoman that they have been duly summoned to
appear before this Court at the Term to answer to Samuel Thomp
son of Charlestown aforesaid yeoman in a Plea of Trespass per
Beating & entering S^r Thompson's House, that the Justs has neglected
to enter said Action & they therefore pray for their legal Costs &c
whereupon it is considered by the Court that the Complainants
aforesaid be not allowed any Costs

Gray
vs
Richardson
N^o 307

Matthew Gray of Pelham in the County of Hampshire Gent^l &
Joseph Richardson of Shutesbury in the same County yeoman
Parties in a Rule of the Peace by them entered into as the
Statute in such Case made directs & The said Parties
appear & the Justices by them chosen now send into Court
their Award viz^t That S^r Matthew recover against S^r Joseph
One hundred & six Dollars & sixty seven Cents Damage &
Costs of Expence taxed at Eight Dollars & thirty three Cents
whereupon it is considered by the Court that the S^r Matthew
do recover against S^r Joseph One hundred & six Dollars & thirty
seven Cents Damage & Costs of such taxed at Dollars 13.24
& therefore Ex^o may 26 1796

Assembly shews Stephen Salton Administrator on the Estate of John Salton late of Greenock in the County of Hampshire deceased that the Debts due from s^d Estate the Administrator accounts allowed & what was granted to the Widow, exceed the personal Estate in the hands of s^d Administrator six hundred & thirty Dollars & fifteen Cents & the Real Estate of s^d Deceased was inventoried at six hundred six Dollars & 66^{cts} generally & one third of s^d Real Estate is set off to the Widow of s^d Deceased for her Dower. He therefore prays License to make Sale of the whole of s^d Real Estate subject to the Widow's right of Dower therein during her Life for y^e payment of s^d Debts & Charges which said Petition being read with the Certificate of the Judge of Probate for s^d County, confirming the statements therein made & that it is necessary s^d Estate be sold &c. This by the Court thereupon considered that the Administrator aforesaid be & he is hereby empowered to make Sale of all the Real Estate of the R. Salton deceased subject to y^e Widow, improving her Dower therein during her Life, he first advertising the same in the Northampton Paper three weeks previous to s^d Sale, & attending to the Directions of the Law relating to such Sales

37
Salton's Admin^r
Petⁿ for Sale
Real Estate Abstr^d
thereon
No 311

Seth Thompson of Warwick in the County of Hampshire upon Petⁿ v. Benjamin Mayo of Braintree in the same County Gent^l Debt in a Plea of the Case for that s^d Mayo a h^d Braintree on February 5. 1796 by his Note for Value rec^d procured the Pet^r to pay him or Order Forty three Dollars on Demand with Interest Y^e s^d Mayo has neglected has not paid the same but neglected to the Damage of s^d Thompson seventy Dollars The Pet^r appears & the Def^t the three Times called to come into Court make Default of appearance here wherefore it is considered by the Court that the s^d Seth do recover against the said Benjamin

Thompson
Mayo
No 315

Assembly shews Benjamin McGregory Administrator de. Toris non on the Estate of Daniel Smith late of Longmeadow died that the whole Inventory of s^d personal Estate amounts to £22.5.6 out of which deducting the Widow's Allowance & Admin^r fees there remains £4.19.11 which added to y^e Real Estate appraised at £100 makes £109.19.1, out of which there is to be deducted to satisfy a mortgage £58.8.10, which with £73.7.2 the sum of s^d Debt returned by the Common Pleas amount to £131.16. which is more than the whole Estate & the same is insolvent He therefore prays he may be empowered to sell the whole of s^d Real Estate subject to s^d mortgage & the Widow's Dower therein which said Petition being read with a Certificate of the Judge of Probate for s^d County confirming the foregoing facts with his Opinion that it is necessary s^d Estate should be sold. This thereupon considered by the Court that s^d Administrator be empowered to make Sale of y^e whole of s^d Real Estate subject to the Incumbrances aforesaid for the purpose of paying the Debts due therefrom, he first publishing the same in the Federal Spy for three weeks previous thereto &c.

Smith's Admin^r
Petition for Sale
Real Estate & Order
No 318

The foregoing Judgments Orders are being made entered up in the Court's Records & then the Court was adjourned with our Day

M^r Prob^{le} Clerk

Commonwealth of Massachusetts

Hampshire J^{ts} At the Court of Common Pleas holden at Sept^r Term
Northampton in & for the County of Hamp- 1796
shire on the Monday preceeding the first
Tuesday of September being the 1st day of
the said month & from day to day to the
thirtieth day of the same month Anno
Domini 1796

Justices of the S^d Court presents

Jury of Trials

Charles Porter Esq^r
John Blay Esq^r
Samuel Mathur Esq^r
Samuel Leonard Esq^r

Oliver Harris Town ^m	Garrison ^d
John Thayer	Don
Eliza Clark	J ^r
Moses Hammon	Bel
Daniel Bartlett	Had
Westwood Cook Wright dismissed	Sat. noon
Araron Bluff dismissed	Sat. noon
Henry White	W th J ^r
Appal Primmer	Chas ^r
Frederick Littlefield	Est
Sam ^l Cooley dismissed	Sat. noon
Moses Chapin	J ^r
Isaiah ab ^t excused	Ma
Eliza Goodman absent	Gr
John Whitney dismissed	North th
Abrahael Wilder excus ^d	W th

Trials

3^d. Abner vs. Plavie
Lee vs. Phelps
Bradley vs. Woodbridge

5^d. Darrow vs. Rhoads

6^d. Phillog vs. Phelps

7^d. Harris vs. White

When Sam^l & Lem^l Warner were out
in Room of West^l Wright & Aaron
Bluff dismissed

John Thomas of Hartford in the County of Hartford Thomas
& State of Connecticut Merchant Plaintiff vs Samuel Leonard
Leonard of West Springfield in said County Defendant Jan 70. 1794
In plea of the fact for that said Samuel at said Spring
field on the first day of September in the year of our Lord
One Thousand seven hundred & ninety three was partly inde
bted to the Pl^{ff} in the sum of thirty two pounds six shillings
& six pence lawful money for Goods Wares & Merchandise
by the Pl^{ff} there before that time sold & delivered to the said
Samuel at his special Instance Request & being so indebted
The S^d Samuel then & there in consideration thereof undertook
and to the Plaintiff faithfully promised to pay him the same
sum whensoever after he should be requested by the said Samuel
The other thereto Equated hath never paid within of the sum
Aforesaid or in any way performed either of his promises
But unjustly neglected & refused to do it To the Damage of the
said John Thomas the sum of Seventy pounds This Action
was Intend in this Court at January term Session Hundred
& Ninety four & was continued to November 1794 at which

Team the parties Agreed to refer this Action to the Judgment
of determination of Mr Luke Miss Thomas Dwight Esq.
And William Synnott Esq. the award of them or any
two of them to be final to be returned into this Court
Judgment to be made up and Executed accordingly
which Agreement of the said parties is made the Rule of
This Court in this Case and it is considered by the Court
That the Parties have day here Court untill the first
Tuesday of Jan^y Next after which this Action was continued
from term to term to this time and now at this time the
Referee aforesaid do judge that the Plaintiff recover of
The Defendant Thirty Two Dollars & ninety Cents Damages
And Costs of Court to be taxed by the Court which Award
Was thereupon Considered by the Court & accepted thereof
As it is Considered by the Court that the Plaintiff recover
of the said Samuel Thirty two dollars & ninety Cents Damages
And sixty dollars & ninety four Cents Costs and that of
Executed Sept. 20th 1796

Parks Admⁿ

vs Stephenson
Jan^y 187. 1794

Warham Parks of Westfield in the County of Hampshire
Administrator on the Estate of Eliza Parks late of said
Westfield Esq. Defendant Plaintiff Penajah Stephenson
Springfield in the County of Hampshire Woman Defendant
of this Case for that the said Penajah at said
Westfield on the fourteenth of January in the year of our
Lord one thousand seven hundred & twenty five being justly
intituled to the said Eliza then in full life in the sum of
Nine pounds four shillings & six pence lawfull money for
Divers Goods & wares & Merchandize thereupon that time sold
And delivered by the said Eliza to the said Penajah at the
Special Instance & request of the said Penajah & being so admitted
In Consideration thereof assumed upon himself to the said
Eliza then in full life then & there faithfully promised to
pay him the the said Eliza the same sum of Nine
Pounds four shillings & six pence & Interest on them and
Up to the said Penajah the often requested since the decease of the
said Eliza hath never performed his said promise on any part
thereof to the Damage of the said Warham in said Capacity
As he faith the sum of Twenty pounds this Action was entered
In this Court at January Term Seventeen hundred & twenty
four at which Court the Parties Agreed to refer this Action to the
Judgment & determination of Samuel Mather Esq. Justice
Esq. and Luke Miss Esq. the award of them or any two
of them to be final to be returned into this Court Judgment
to be made up accordingly which Agreement of the said parties
is made the Rule of this Court in this Case
Legal Testimony given by the said Penajah that she
did not intend to pay the said sum of Nine pounds
that the said Warham in his said Capacity do recover against the said Penajah
Sixteen Dollars & fifty one Cents Damages & Costs of Expenses being Six Dollars

and twenty nine Cents & Costs of Court to be paid by the Court
Whereupon it is considered by the Court that the said Warham do recover
against the said Benajah the sum of Sixteen Dollars & fifty one
Cents Damages and Costs of Court & Reference taxed at

Joseph Miller of Ludlow in the County of Hampshire Gent. ^{Miller vs}
Plaintiff The Inhabitants of Ludlow in the County of Hampshire ^{Inhabitants of}
Defts in a plea of Trespass on the Case for that whereas the said ^{Ludlow Jan 7}
Inhabitants at Springfield aforesaid on the first day of Novem- ^{59. 1795}
ber Instant were justly indebted to the Plaintiff in the full sum
of Three pound nineteen Shillings & six pence lawfull money
For so much money then before that time by the Plaintiff for
The said Inhabitants at their Special Instance & request paid
Laid out & Expended and being so indebted the said Inhabi-
tants then & there in consideration thereof undertook &
Promised the Plaintiff to pay him the same sum whenever
after they should there to be required ~~therefor~~ Yet the said
Inhabitants the often requested hath never paid but neglected
Refuse so to do to the Damage of the said Joseph Miller as he
saith the sum of four pounds This Action was Entered at
January term Anno Domini 1795 at which term the parties agreed
And continued from thence to the September term following
at which term the parties agreed to refer this Action to the
Judgment & Determination of Luke Whipp Gentleman Thomas
Dwight Esq^r and Phineas Stubbins Esq^r This Action was continu-
ed from Court to Court until this time and now at
This time the Referee aforesaid send into Court the award
That the appellator recover of the appellee Thirteen Dollars
& Twenty five Cts Damages and Costs of this Reference taxed
at Thirteen Doll. thirty six Cts which said award is accepted
it is thereupon considered by the Court that the appellants
Recover of the appellee Thirteen Doll. & twenty five Cents
Damages & Thirty Six Doll. & sixty four Cents Costs of the
Exon Paid Sept. 20th 1796

Joha Jennings of Ludlow in the County of Hampshire Gent. ^{Jennings Adm^r}
Administrator on the Estate of Bristol White late of Ludlow
Deceased vs Joseph Miller of the same Ludlow Gent^l ^{vs Miller}
Defth in a plea of the Case for that said Joseph at Ludlow
on the Tenth day of May in the year of our Lord one Thousand
Seven hundred & ninety two was justly indebted to Bristol
Then in full life in the sum of Three hundred pounds
Lawfull Money for so much money by the said Joseph
then before that time had had & received to the use of the
said Bristol & being so indebted by the said Joseph then
& there in consideration thereof appeared on himself fully
fully promised Bristol to pay him the same whenever

After he should be thereto requested Yet said Joseph tho
often thereto requested has never paid the same to said Bristol
in his life time or to S. John since his Decease but they
willingly neglect & refuses to do to the Damage of S. John in
his said Capacity Three hundred pounds The said parties
Appear & agree to refer this case to the judgement & Determina-
tion of Samuel Symon George Mills & William Elly Esqrs
The award of them or any two of them to be final to be return-
ed into this Court Judgment to be made up & Executed
Upon Accordingly Which Agreement of the said parties
is made the Rule of this Court in this Case
Aug^t 17th 1796 This agreed betwixt the said John Jennings
in his said Capacity & the S. Joseph that the referees aforesaid
shall hear consider & determine upon all claims & demands
subsisting between them & that the rule aforesaid shall be so
altered & entered in the Court aforesaid upon the return of the
Award which shall be made by said referees

Which said Action was continued from term to term untill
this term at which time the referees aforesaid come into
Court with the award to wit the the subscribers referees ap-
pointed by the within Rule having met the parties and heard
them with their several and respective pleas & proofs and
Allegations and having maturely considered the same do make
This our Award and final determination that the S. Joseph
Miller or or before the Eighth Day of September Next shall
make & execute to the S. John Jennings as he is Administrator
on the Estate of S. Bristol White & deliver to him the S. John
Jennings or his in the Clerks Office of the Court of Common
Plas by or before said day a good & sufficient Warranty
deed of a certain tract of land lying & being in Ludlow
aforesaid to wit the Westerly half of Lot N^o 8 originally
laid out to M^r Hollister & Lot N^o 9 originally laid out
To the said Parsons in the outward Commons so called bounded
East on the Inner Commons bounded Northern Lot N^o 7 & South
on Lot N^o 10 extending East to the middle of Lots two miles
& in Width as follows N^o 8 26 Rods & 4 feet wide & Lot N^o 9
10 Rods Six feet 9 minutes wide amounting sixteen feet to the
said said Land containing about One hundred & forty six
Acres by Estimation together with the buildings thereon stand-
ing excepting however & reserving out of S. Emory a new fifteen
Acres at the West end of said tract conveyed by S. Miller
To Benjamin Munger to be sold to hold the same to the said John
Jennings as he is Administrator on the Estate of S. Bristol
White in a simple in Trust for the use & benefit of the
Creditors of S. Estate so far as the same shall be needed for
The payment of S. Estate Debts & Charges & Administration
& for the residue of said Land in Trust for the heirs & legal
representatives of S. Bristol to hold & in favor the said

Joseph Miller shall fail to make execute and deliver
As aforesaid said deed of Land by the time herein limited
& appointed therefore that can be awarded & determine
That the said Joseph pay to the said John Jennings in said
Capacity Law & recover of the said Joseph Miller seven
Hundred Dollars Damages that each said parties
pay their own Costs & that this our award be final in
The premises all which is humbly submitted
The Plaintiff appears in Court & acknowledges he has received
The Deed aforesaid agreeable to the award & it is thereupon
Considered by the Court that the Plaintiff recover of the
Defendant Costs of reference & Court taxed at
& thereof — — — — —

Tillotson vs
Phelps No 25
Sept 1795

Jonathan Tillotson of Southwick in the County of Ham
shire Upoman Plaintiff Levi Phelps of Granby in the
County of Hartford & State of Connecticut Defendant
In a plea of Trover for that the S. Levi at S. Southwick
On the twenty fourth day of July A.D. 1795 with force
Arms one Cope of the Plff in said Southwick called his
Duncy farm did break & enter & fifteen Acres of which
Other & there standing & growing in the same Close which
It bounded as follows beginning at Gideon Root's Southwick
Corner & bounded on his land one hundred & sixty rods
Thence south forty rods thence Easterly thirty rods to Clark's
Land thence south 50 rods thence on the highway one
Hundred & thirty rods to the first mentioned bounds of the
Value of twenty pounds Lawfull Money & being so entered
He the said Levi with like force & arms did then & there
Cut down & Carry away the same Hay & Wheat contrary
To Law & against the peace of the Common wealth a part
To the Damage of the said Jonathan as he saith the sum
of twenty pounds This action was entered at September
Term A.D. 1795 & from thence continued from term
To term to this time at which time the Plaintiff appears
My Geo. Whiff Jr. his Attorney and the Defendant likewise
My Joseph Lyman ^{Jr.} his Attorney comes in when in arranging him
Self to plead answer on the appeal & a plea says that the declaration
& the matters therein contained are insufficient that by the
Law of the land he is not bound to answer the said things & pray
Judgment And the said Jonathan consenting to said replication
Says the declaration is sufficient & thereof pray Judgment
Judgment for his costs & all which being by the Court Under
stood it appears to the Court that the plea aforesaid of the said
Levi is an Insufficient Answer to the Plaintiff declaration and
ought not to preclude him from maintaining his said action
And thereupon considered by the Court that the said Jonathan
Do recover of the said Levi sixty six Dollars & fifty pence
Damages & Costs of suit Taxed at Twenty three Dollars & pence
Cents

Whereupon the said Levi by his Attorney aforesaid Appeals
from the Judgement of this Court to the Supreme Judicial
Court to be holden at Northampton written for the County
Aforesaid on the fourth Tuesday of September And he recognises
With sureties as the law directs for said Levi Prosecuting his
said Appeal with Effect &c

Doughty & Burling
vs
Whipple &
Sept. 1795 N^o 39

William Doughty and Walter Burling both of the City of New
York in the County & State of New York Joint Debtors in Trade
and merchandise Plaintiffs Debtor Whipple of Wimpfield Parish
Woodward of Wilbraham in the County of Hampshire & State of
Massachusetts Defendants In A Plea that the said Whipple
& Woodward under the said Doughty & Burling One hundred
& Sixty one pounds fifteen Shillings & ten pence two farthings
which to them the said Whipple & Woodward owe upon them
Unjustly detain and Whereas the said Doughty & Burling declare
and say that on the twenty second day of December in the year
of our lord One Thousand seven hundred & ninety three at New
York aforesaid to wit at Wilbraham aforesaid the said Whipple
and Woodward by their Bill obligatory under their Land & Lots
dated the day aforesaid & in court to be produced
Acknowledged that they owed & were indebted to said Doughty & Burling
in the sum of Seventy one pound eighteen & two pence
of the Currency of the S^t State of New York which is Equivalent
To fifty three pounds eighteen Shillings & seven pence two farthings
of the common wealth & then & there by the same Writing obligatory
Bound themselves to pay the same to said Doughty & Burling six
months after the date thereof with lawfull Interest till paid
by the lawfull Interest of the said State of New York which
is seven per cent per Annum which sum is part of the said
Sum of One hundred & Sixty one pounds fifteen Shillings &
ten pence two farthings Yet the S^d Whipple & Woodward or either
of them although often requested have not paid to the said
Doughty & Burling or either of them the said One hundred
& Sixty one pounds fifteen Shillings & ten pence two farthings
but have hitherto refused & still as refuse to pay the same
to them to the Damage of the said Doughty & Burling as
they say the sum of One hundred & seventy pounds

This Action was Intend at September term 1795 at which the
Plaintiffs appeared by John Hooker & the Defendants the Thro
times publicly Called made default of appearance After
which This Can was Continued from term to term to this time
for Judgement and now at this time the Plaintiffs appear and
pray Judgement it was thereupon Considered by the Court that
The Plaintiffs recover of the defendants Two Hundred Thirteen
Dollars & Eighty Three pence damages & Twenty five dollars
& Twenty five pence costs & thereby &c Done Given Sixty 1796

Bowdoin & Co

James Bowdoin of Boston in the County of Suffolk Esq^r
vs
Ferguson
Sept 1795 N^o 112
and John Temple of the City of New York in the County
of New York and State of New York Esq^r and Elizabeth his
Wife Defendants John Ferguson of Stamford in our
County of Hampshire Esq^r and Defendants In A Plea
Of Injury upon Capias Wherein the said James John Temple
and Elizabeth his Wife demand against the said

John Ferguson a certain Tract of land with the Appurtenances lying in Mansford aforesaid described & bounded as follows that is to say beginning at the South West corner of the same Tract and on the East line of lot Number Eighteen thence running northwardly upon the same line to land lately belonging to the heirs of Cornelius Cook thence bounded Northwesterly upon land lately said Cooks Land Easterly on land of Solomon Stewart southerly on land of the said John Ferguson containing Ninety Acres as the right and Inheritance of the said James and of the said Elizabeth And of which James Bowdoin Esq.^r Deceased Father of said James & Elizabeth the demandants And whose heirs they are was seized in his demerger as of Fee within fifty years now last past and into which the said John Ferguson hath not Entry but by one Samuel Ferguson who demise the same to the said John Ferguson And whereon the said James, John Temple and Elizabeth say that the said James Bowdoin deceased Father of the said James & Elizabeth the demandants within fifty years now last past was seized of the demanded Premises in his demerger as of fee and right in a time of Peace taking the Profits thereof to the value of Thirty Shilling by the year And on the last day of May in the year of our Lord seven hundred & ninety two died and from the same James Father of the demandants the right thereof descended to the said James and Elizabeth the demandants as the only Children Next of kin and heirs at law of said James deceased and that the said Samuel within fifty years last past unjustly and without Judgment entered into the same land thereof dispossessed the said James deceased and the said John Ferguson impudently debarred the demandants and holds them out to the damage of the demandants as they say the sum of five hundred pounds This Action was entered at September Term 1795 upon the same continued from Term to Term to this time at which time the Plaintiffs appear by Simon Strong their attorney & the defendants likewise by John Hooker his attorney come and defend & when in agreeing that on trial at the supreme Court shall be final on his Part & reserving liberty of pleading anew on the appeal for plea say that the declaration of the demandants is insufficient & that he is not by law obliged to answer thereto & thereof pray Judgment And the said James agreeing to said Respiration on the condition that the s^d John shall not review the said Action at the supreme Court say the declaration aforesaid is sufficient in Law and that the plea aforesaid of the said John is an insufficient answer thereto and pray for a sufficient plea the said James pray Judgment on And the said John say his plea aforesaid is sufficient & thereof pray Judgment All which being by the Court understood it appears to the Court that the plea aforesaid of the said John is an insufficient answer to the Plaintiffs declaration and ought not to preclude him from maintaining his said Action & it is thereupon ordered by the Court that the said James do recover of the s^d John a demand of the premises above mentioned & Costs of such Taxed at Twenty Six Doll^{rs} & Eight Cents

*Muswell
vs
Hill
Nov^r. 1795 No 9*

Giles
vs
Townsend
Nov. 7/95 No. 12

Scott
vs
Geophysical
Nov. 7/95. 126

Thigail Scott of Palmer in the County of Hampshire
 Widow Executrix of the last Will & Testament of William
 Scott late of said Palmer deceased Plaintiff Joseph Crofoot
 of Warrington in the County of Warrington & State
 of Pennsylvania Yeoman Antelope Howe of Leyden in the
 County of Hampshire Agent & Trustee to said Crofoot
 Yeoman Defendants In a plea of the Case for that
 Whereas said Joseph at Warrington aforesaid on April 18th 1778
 by his Note for Value received promised & Williams then living to del
 ver to him or his Order fifty bushels of good merchantable wheat
 on or before September 1st next for so much money as ² wheat
 then was in ² 100 bushels & if not paid then ten feet of best
 timber at Palmer aforesaid to receive the same & the said Thigail in her
 said capacity has always been ready & ready to receive the Decree of said William

to answer the same. It is said Joseph never paid the same to said Willm in his life time, nor to said Abigail since the death of said Willm but might it to the Damage of s^d Abigail one hundred & twenty Dollars. This action was entered in this Court at November Term last at which Term the said Antipos appeared in Court & having been sworn testified that he had given said Crofoot a note for £18 payable in one year dated Sept. 11 last & after which the case was continued from Term to Term to this Time - and now the P^{ty} appears & the s^d Crofoot the then Term called to come into Court under Discharge of Appearance here - Wherefore it is considered by the Court that s^d Abigail do recover against said Crofoot Twenty two Dollars & 39 Cents Damages & Costs of Suit taxed at Doll. 20. 93 & there of

Ex^{ce}pt Sept. 21. 1796

Samuel Denison of Malboro' in the County of Windham and State of Vermont Trader P^{ty} v. John Olin Gent of Exeter in the County of Hampshire Yeoman Debt in a Plea as is set forth in the Declaration on File &c. - This action was entered at November Term last & from there continued from Term to Term to this Time - and now at this Time the P^{ty} being then Term called to come into Court, is returned the Debt appears & moves for his Costs - Whereupon it is considered by the Court that said John do recover against the said Samuel his Costs taxed at Doll. 14. 94 & there of &c.

Ex^{ce}pt Sept. 17. 1796

Josiah Starr of Middlebury in the County of Middlebury & State of Vermont Gent^l P^{ty} v. George Grinnells of Greenfield in the County of Hampshire Yeoman Debt in a Plea of Truasson the Case for that s^d George at Greenfield a thousand was justly indebted to said Josiah on October 1. 1795 in the sum of 27 Dollars & 50 Cents for so much money then before that Time for s^d George & this request paid laid out & expended by said Josiah & being so indebted s^d George then & there in Consideration thereof returned outwards & promised the P^{ty} to pay him the same sum on Demand - This action was entered in Court at November Term last & from there continued from Term to Term to May Term last at which Term said Parker appeared & agreed to refer this case with all demands between them to the Judge, Jurors & Intermediation of Hugh McAllen Esq. Aaron Fitchy & Caleb Clap the Award of them or any two of them to be final &c. - which Agreement of the Parties was made the Rule of this Court in this Case after which this case was continued to this Time - and now at this Term the Referee aforesaid send into Court their Award vizt That said George do recover of s^d Josiah Twelve Cents Damages & Cost of Writ taxed at Doll. 6. 25 & Cost of Court to be taxed by the Court - Whereupon it is considered by the Court that said George do recover against s^d Josiah Twelve Cents Damages & Cost of the same & Court taxed at Doll. 20. 24 & there of &c.

Ex^{ce}pt Sept. 22. 1796

Benjamin Wood of Orange in the County of Windham Gent^l P^{ty} v. John Foster of the same Orange Yeoman Debt in a Plea of the Case for that the said Ben Wood gave on December 30. last by Note for £100 and from the P^{ty} to pay him on s^d day & there then, money Ben Foster was to pay him s^d Note & there of &c. - This action was entered in Court at November Term last & from there continued from Term to Term to this Time - and now at this Term the Referee aforesaid send into Court their Award vizt That said John do recover of s^d Ben Wood Twelve Cents Damages & Cost of Writ taxed at Doll. 6. 25 & Cost of Court to be taxed by the Court - Whereupon it is considered by the Court that said John do recover against s^d Ben Wood Twelve Cents Damages & Cost of the same & Court taxed at Doll. 20. 24 & there of &c.

Ashwood
Foster
Nov. 104 1796

Georg. P. Sept. 19. 1796

No 129. 1295.

Nov. 17. 1846

Nov 134 1295

[illegible]

Arrow Graver of Palmer in the County of Hampshire Big Paper Cato
Compt of Morrison in the County of said, Husbandman Depth on
in the County of said broken as is at large set forth in the Declaration on
File. This action was entered in Court at November Term last
when the said Parties appeared and agreed to refer this case to the Judge
men of said. The said Judge, the said & David being the award of
them or over two others to be found in the said Agreement of the
said Parties was made the rule of the Court in this case, after all
which the case was continued from Term to Term till this time
and now at this time the said Parties sent into Court their
award that that the said Cato recover of the said Graver seven Dollars
& seventy two cents Damages in full of all demands & Costs of
the same taxed at six Dollars thirty two Cents & Costs of Court to
be taxed by the Court. Which said award is accepted and the
thereupon considered by the Court that said Cato recover against
said Aaron seven Dollars & seventy two cents Damages & Costs of
which taxed at Dollars 18 03 & thereof do. In Court Sept 19. 1795.

Graver
Pompey
1795 143 1795

Thomas Mann of Exeter in the County of Windham & State of
Connecticut against Big Paper Benjamin his Son of Salisbury
in the County of Hampshire against Depth on a Plea as is
set forth in the Declaration on File. This action was entered
in Court at November Term last & from there continued
from Term to Term to this time & now at this time
the said being there times called to come into Court is
nowhere. The said Depth appears & answers for his Son. Whereof
it is considered by the Court that Benjamin do re-
cover against Thomas his Son, taxed at

Maine
Warner
1795 146 1795

Moses Turner of Exeter in the County of Hampshire
Blacksmiths Paper James Turney of Norwich in the same County
under Depth in award of the Case for that James the said
Norwich on July 19th 1794 by his note for value and promised
said Moses to pay him or Order Fifty seven pounds seven
shillings & 10th by the said 1st 1795 in the said & said
James the requested has not performed his promise but re-
glets it to the Damages of said Moses two hundred Dollars.
This action was entered at January Term last & continued
from Term to Term to this time & now at this time
the said appears at the said the said James called to come into
Court makes default of appearance here. Wherefore it is
considered by the Court that Moses do recover against
said James One hundred seventy six Dollars & seventy eight
cents Damages & Costs of which taxed at Dollars 7 1/2 & thereof do.

Lyman
Wells
Jan 24 1796

Joseph Coolidge of Boston in the County of Hampshire against
Peter Clarke of Concord in the County of Hampshire under
in award of the Case for that Peter the said
in his note of hand for value and promised said Joseph
to pay him or Order ninety two pounds 6/8 & 10th in three
months from the date with interest of the said Peter the re-
quested has not paid the same but neglected it to the damage of
said Joseph Four hundred Dollars. This action was commenced
at January Term last & from there continued to this
time & now at this time the said appears at the said the said Peter called
to come into Court makes default of appearance here
wherefore it is considered by the Court that the said Joseph do recover against
said Peter Three hundred thirty seven Dollars & seventy seven cents
Damages & Costs of which taxed at Dollars 16 3/4 & thereof do.

Clarke
Jan 20 1796

Excess of 24 21 1796

Hall App^l
 21
 Locke
 Jan^y 35 1796

John E. Hall of Greenfield in s County Trader Appell't vs John Locke
of Barfield in s County Appell'ee from the Judgement of
David C. Lyon Just &c in which Case the s Locke was Judge &c
There was Deft as may be seen at large on File
This Case was enter'd in Court at s January Term last & from thence
continued from Term to Term to this Time — But now at
this Time neither Party appearing in Court this Action is dismissed

White & Burn
Bond & Agents
Jan 14 1896

Considerable of Worthington in the County of Staffordshire Merchants & James Barron of Stafford in the State of Connecticut Plaintiffs vs Molly Dond of Worthington a forsworn Spinster & Ebenezer Childs of the same Worthington Defendants to said Molly Defects in answer of the Case For that said Molly at Worthington a forsworn on February 1st last was justly indebted to the Plaintiffs in the Sum of Two pounds Two shillings equal to seven dollars for divers Goods Wares & Merchandises there before that Time by the Plaintiffs to the said Molly at her Request sold & delivered & being so indebted said Molly then & there in Consideration thereof promised the Plaintiffs to pay them the same Sum on Demand & yet said Molly she requested has not paid the same but neglects it to the Damage of said Consider & James Twenty Dollars This Action was entered in Court & in January Term last when the said Ebenezer appeared in Court & being sworn, declared in Court on his Oath that on September 5th last he gave a Bond to said Molly in the penal Sum of 200 Dollars, with a Condition thereto annexed that if he should pay said Molly sixty four Cents, he would to Feb¹⁷th next as long as a certain Pasture Child in the said Bond mentioned shall remain chargeable to be paid quarterly then the Bond was to be void & thus while the said Case was continued from Term to Term to the Time and now at this Time the Defendants & the said Molly the three Times having called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Consider & James do remain against the said Molly Five Dollars & sixty three Cents Damages & Costs of Suit taxed at Dollars 18¹¹/₈ & then of &

In Court at Sept 19 1796

Hamilton
 Bond & Co^{rs}
 Jan 49 1896

John Stanton of the County of Worcester aforesaid Plaintiff
 v. John Moller of the County of Worcester aforesaid Defendant
 In a plea of the Case for that the said Moller at Worcester aforesaid
 on November 1st 1784 last was justly indebted to the said Peter in the sum
 of Ten Dollars for so much money then before that time by the
 said Peter to & for the said Moller & all his request advanced paid
 said out & expended & being so indebted the said Moller then and
 there in Council at law there of affirmed on himself & promised
 the Plaintiff to pay him the same sum on Demand also for that the said
 Moller at Worcester aforesaid on the same day was justly indebted
 to the Plaintiff in the sum of twenty Dollars for Ham Room washing
 & the said Moller then before that time by the said Peter for the
 said Moller & all his request found & provided & being so indebted
 the said Moller then & there in consideration thereof promised the
 Plaintiff to pay him the same sum on Demand & by the said
 request has never he has ever as promised but refuses to do so
 to the Plaintiff aforesaid Peter thirty Dollars & this action was entered
 at January Term last when the said Defendant came into Court on
 a writ of Habeas Corpus in the said ongoing Case & the said Peter
 was ordered from Term to Term to this Time and now the Plaintiff
 requires of the said Moller the law Times called to come onto Court next

Default of Appearance here where found is considered by the Court that
said Peter do recover against said Noach Twenty Dollars Damages & Costs of
Suits taxed at Doll. 15. 69 & Pen of 12

William Thittoridge of Pittsfield in the County of Berkshire yeoman Plaintiff
vs. Timothy Tracy yeoman & Nathan Tracy yeoman both of Berk Thittoridge
Tracy & al
joined in said County Defts in which as is at large set forth on
File This action was entered in Court at January Term
last & from thence continued to this Term & ended with the same
neither Party appearing in Court this Case is dismissed

Joseph Root of Westfield in the County of Hampshire yeoman Plaintiff
vs. Noah Phelps of the same Westfield yeoman Deft in a Plea of the Case
for that on Phineas Pegg & others filed a warrant on November 15th Phelps
1794 drew his Order of that date directed to P. Noah & therein re-
quired him for value to have the said Pegg Twelve pounds & 10^{cts}
equal to Forty Dollars worth of good linen & that P. Order should
answer on a note given by the said Noah to the P. Phineas & the
said Joseph the afterwards on the twenty fifth day of November
in the year last aforesaid presented the Order to the P. Noah for
his acceptance & payment & the said Noah then & there duly
accepted the same & thereby became liable to pay the Contents of his
Order to the said Joseph according to the Tenor thereof & on consid-
eration thereof a Steward on the same day at P. Westfield
said Noah then & there promised & Joseph to pay him the
same according to the Tenor thereof when he should be thereto
requested by the said Noah the requested has never
performed his said promise but neglects it to the Damage of
said Joseph Sixty Dollars - This libel was entered in Court
at January Term last & continued from Term to Term to
this Time The Pegg appears by Benjamin Good Gent.^l as
Att^y & the Deft by Caleb Strong Esq.^r his Att^y comes a Defendant
the Court & Jury wherefore to say he never intended in
manner & form as the Pegg hath alleged & thereof puts
himself on the Country - And the Pegg use ought to
to waive this Demurrer & join the Issue tendered at the Trial
by Appral say that the Plea aforesaid is an answer thereto
Answer to the P. to Discharge on a third party's Judgment
And the P. Noah agreeing to P. Renovation says that P. Plea is
sufficient & thereby prays Judgment

Whereupon all & singular the Premises being seen & by the Court
understood it appears to the Court that the Plea aforesaid of
the said Noah by him pleaded is a full & sufficient answer
to the P. to Discharge & that the P. Joseph by not having
ought to receive Nothing - Then touch is considered that P. who
by his Plea aforesaid do receive Nothing to be paid for his own
claim he be in wrong & used it as his own Considered
that P. Noah do recover against P. Joseph his Costs taxed at
Dollars
Whereupon the said Court do by its Att^y
expressly appeals from the Judgment of this Court to the
Superior Judicial Court to be holden at Northampton in &
for P. County on the fourth day of September Instant at
noon next with License for P. Joseph to prosecute his Plea
with Costs &c

Dean
Patrick & al
Jan 6th 1796

Lot Dean of Law in the County of Hampshire Plaintiff v.
Samuel Patrick & al & al Washburn of Bos
Defts in a Plea of the Case For that the P. Patrick & Washburn of Bos
two or ath P. Wash on October 10th last by their Note for Value
received procured Ellis to pay them or Order six hundred fifty two
Dollars & eighteen Cents on Demand with Interest and the P. Ellis
& Bullen have afterwards on the same Day by their Factors or agents on
the back of the Note for Value received ordered the Contents thereof to be
paid to the P. of all which the P. Patrick & Washburn had due notice
& so became chargeable to the P. to pay him accordingly & in Considera-
tion thereof promised the P. to pay him the same. After said
Defts the requested have never paid the same but neglected to
the Damage of P. Lot seven hundred Dollars. This Action was
entered in Court at January Term last when the P. appeared
and the Defts the three Times called to come into Court made
Default of Appearance there. After which this Case was contin-
ued for Judgment to this Time. And now the P. appears
to pay Judgment and thus again it is considered by the Court
that the P. Lot do recover against the P. Patrick & Washburn Six
hundred & a thirty Dollars Damages & Costs of Suit taxed at
Dollars 15. 65 & the P. fee. Exp^{ts} of P. 15. 1796

Shaw
Johnson
Jan 21 1796

William Shaw of Bridgewater in the County of Bristol Cord-
wainer P. v. Mason Johnson of Ware in the County of Hampshire
Housewright Deft in a Plea of the Case For that P. Mason as North
ampton expended on June 2th last by his Note for Value received pro-
mised the P. to pay him Three pounds twelve shillings equal to
twelve Dollars in cash or at Cash price by October 1st then next
with Interest. And for that said Johnson on September 19th last
by his other Note for Value received promised the P. to pay him
three shillings equal to eighty three Cents & one third on Demand with
Interest. Yet P. Johnson the requested has not paid either of them
but neglected to the Damage of P. William forty Dollars.
This Action was entered in Court at January Term last & continued
to this Time. And now the P. appears & the Defts the three
Times called to come into Court make Default of Appearance
here. And now it is considered by the Court that the said
Johnson do recover against P. Mason Thirteen Dollars & twenty
three Cents Damages & Costs of Suit taxed at Dol^{rs} 16. 3 &
the P. fee. Exp^{ts} of P. 21. 1796

Shaw
Blair
Jan 21 1796

Joseph Blair of Blanford in the County of Hampshire Gent^l.
P. v. Rufus Blair of the same Blanford Gent^l Deft in a Plea
of Trespass on the Case For that whereas the P. Rufus & P. Blair had
on December 29th 1795. was justly indebted to P. Rufus in One thousand
Dollars. For so much money then before that Term by the
said Rufus to be for the Use of the P. Rufus & all his special Executors
& assigns. And said Rufus on & expended & being so indebted to the P.
Rufus then & there in Consideration thereof & turned on himself
& faithfully promised the P. Rufus to pay him the same Sum on
Demand. Two other Counts in the same Declaration are & have
been & are at large set forth in the Writ on File on

This action was entered in Court at January Term last & continued to this time - And now the Plea appears by Eli Plummer Gent. his Att. & the Def. by Simon Strong Esq. his Att. comes & defends the Honor & Injury & otherwise - His plea says that he never promised in manner & form as the said Purpel in his Declaration hath alleged & of this purty himself over the Country - And the said Purpel appeared upon a Jury at this time returned in panelled & sworn as the Statute directs, declare upon their Oath that they find the Def. did not promise &c. Whereupon it is considered by the Court that the said Purpel do recover against the Def. his Costs taxed at Twenty two Dollars & ninety seven Cents. Whereupon the said Purpel by his Att. aforesaid appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the fourth Tuesday of September instant & he recognizes with Sureties for said Purpel, prosecuting his said appeal with Effect &c.

Squire Jonathan of Ashford in the State of Connecticut. Plaintiff
 vs
 Benjamin Walther, Junr of Belchertown in the County of Hampshire a person Def. in an Plea de as is set forth in the Declaration on file de - This action was entered in Court at January Term last & from thence continued to this time & now at this term the Plea being that James called to come into Court in December the Def. appears & moves for his Costs & find it is considered by the Court that said Benjamin do recover against the Def. his Costs taxed at this Court taxed at

Walther
 Jan^{ry} 92 1796

Isaac Marshall yeoman of North Duxbury a person & Colonel Merrill Hat
 ter att of Cambridge in the County of Hampshire Plaintiffs
 vs
 Daniel and Amherst on a Plea of the Case for that
 promised to give them ninety pounds equal to three hundred Dollars one half to each on September 20th then next & the other half in three months after which Daniel the aforesaid has never performed nor promise back ought it to the Damage of the Plaintiffs two hundred Dollars
 This action was entered in Court at January Term last & continued to this time & now the Plea appears & the Def. the Plaintiffs called to come into Court makes Default of appearance here whereupon it is considered by the Court that the said Plaintiffs do recover against the said Daniel one hundred & eleven Dollars & twenty five Cents Damage & Costs taxed at
 taxed at Doll^{rs} 112 & five of cts

Marshall & al
 vs
 Daniel & Amherst
 Jan^{ry} 94 1796

Andrew Abercrombie of Pelham in the County of Hampshire Plaintiff
 vs
 Joseph Parkard Gent. & Joseph Parkard Gent. both of the County of Essex
 & Samuel Hastings a person & Moses Hastings Gent. Agents of the Defendants
 in a Plea de as is set forth in the Declaration on file de - This action was entered at Jan. Term last & continued to this time - And now at this term neither Party appearing in Court this action is dismissed

Abercrombie
 vs
 Parkard & Hastings
 Jan 181 1796

John Phelps of Gaumville in the County of Hampshire Plaintiff
 vs
 Leonard of Northampton in said County. Defendant
 de as is set forth in the Declaration on file de - This Case was entered in Court at the January Term last & continued to this time - And now at this term neither Party appearing in Court the Case is dismissed

Phelps
 vs
 Leonard
 Jan^{ry} 109 1796

Phelps
 Jan^y 11th 1796

Enoch Lee of Westfield in the County of Hampshire year^{ly} 1787
 George Phelps of Benning in the same County yeoman Deft in
 a Plea of the Case for that S^d George at S^d Westfield on November 10th last
 by his Note for Value rec^d promised the Pl^{ff} to pay him or Order
 of S^d George the sum equal to fifty Dollars on Demand with Interest
 of S^d George the requested has not paid the same but neglects it to the
 Damage of S^d Enoch sixty five Dollars This action was entered in Court at Benning
 Term last & continued to this time and now at the Term the Pl^{ff} ap-
 pears by ~~George Phelps~~ his Att^y & the Def^t by ~~John Phelps~~ his Att^y
 his Att^y comes & defends as a for Plaintiff he never promised in manner
 & Term as S^d Enoch in his Declaration hath alleged & though puts himself
 on the Jury under the S^d Enoch likewise does the same & a Jury
 at this time returned unpersuaded & sworn as the Law directs to try
 the Issue declare upon their Oath that they find the Def^t promised in man-
 ner & Term as set forth in the Declaration sixty five Dollars & fifty Cents
 Dollars & fifty Cents - Whereupon it is considered by the Court that the S^d
 Enoch do recover against S^d George Fifty two Dollars & fifty Cents Damages
 & Costs of Suit taxed at 10^{cts} Whereupon the S^d George in his own
 Person appears from the arguments of his Counsel to the Supreme Judicial
 Court to be holden at Northampton attended on the 1st of Tuesday of
 September last & he recognizes with Sureties for his prosecuting his
 said appeal with Effects &c.

Phelps
 Tiltonson
 Jan^y 13th 1796

John Phelps of Granville in the County of Hampshire Gent^l & App^r for
 Tiltonson Gent^l of Granville a joint yeoman Deft in a Plea of the Case
 for that S^d Jonathan at S^d Granville on August 13th 1792 by his Note for
 Value rec^d promised one Abel Tiltonson to pay him or Order
 pounds nine shillings & pence equal to 24 Dollars & 4 Cents on Demand
 with Interest afterwards on the same day S^d Abel by his Indorsement thereon
 ordered the Contents of S^d Note to be paid to S^d John for Value rec^d of all
 which S^d John then had Notice & in Consideration thereof promised S^d
 John to pay him the same on Demand & that S^d Jonathan the requested
 has not performed his promise but neglects it to the Damage
 of said John forty dollars This action was entered in Court
 at January Term last & continued to this time and now the Pl^{ff}
 appears & the Def^t the same names called to come into Court on the 1st
 of the appearance here Whereupon it is considered by the Court
 that S^d John do recover against S^d Jonathan Thirty Dollars & ninety
 Cents Damages & Costs of Suit taxed at 15^{cts} & 4^{cts}
 through &c.

King & al
 Trunk
 Jan^y 13th 1796

David Thayer & George Thayer both of Westfield in the County of
 Hartford & State of Connecticut Gent^l & Deft in Trade Plea
 Aaron French of Southwick in the County of Hampshire yeoman
 Deft in a Plea of the Case for that said Aaron at S^d Southwick on
 March 5th last by his Note for Value rec^d promised the Pl^{ff} to
 pay him six pounds twelve shillings & six pence equal to twenty
 two Dollars & nine Cents by October 10th then next with Interest
 of said Aaron the requested hath not performed his promise
 but neglects it to the Damage forty Dollars This action was entered
 at January Term last & continued to this time and now the
 Pl^{ff} appears & the Def^t the same names called to come into Court on the 1st
 of the appearance here Whereupon it is considered that S^d Pl^{ff}
 do recover against S^d Aaron Twenty four Dollars & 9 Cents Damages
 & Costs of Suit taxed at 15^{cts} & 25^{cts} & through &c.

Thomas Leach of Lominster in the County of Worcester Esq^r Plaintiff
 v. Samuel Leach of Ware in the County of Hampshire Esq^r Defendant
 on April 1st 1793 recovered Judgment against the said Samuel
 for £41. 15. 6. Damage & £1. 7. 0 for Costs of Suit which same
 Judgment is in full. There not executed or satisfied &
 with return hath accrued to P. Thomas to have & recover & gains
 with interest. Yet said Samuel hath not tendered to P. Thomas
 said sum but unjustly detains the same to the Damage of P.
 Thomas two hundred Dollars & and whereas P. Thomas hath not
 in his own hands Goods & Chattels to the Value aforesaid but has
 entrusted to & deposited in the hands of Thomas a son of
 Ware aforesaid Esq^r Treasurer of said Samuel Goods Effects
 & Credits to the Value of £100. This Return was ordered in Court
 at Samers Term last when the P. Thomas & Leach appeared
 & being sworn declared upon his Oath that at the Time of the Return
 of the Writ he had neither Money Goods Credits or Effects of
 said Samuel in his hands, after which the Case was con-
 tinued to the Time & now the Writ appears & the P. Samuel
 the same times called to come into Court makes Default of Ap-
 pearance in Court Wherefore it is considered by the Court
 that P. Thomas do recover against P. Samuel

Legate
 for
 Cleland Esq^r
 Jan^{ry} 14th 1796

Samuel Church & Lem^{uel} Clark both of Sunderland in the
 County of Hampshire Tiden Esq^r v. John Chapman Esq^r of
 Dursfield in P^{er} County Esq^r Defendant
 that P. John Chapman on September 1st 1795 by his
 Note for Value rec^d promised the P^{er} to pay them four pounds
 eight shillings & eleven pence equal to 14 dollars & 58 cents
 in good gold in February after Date with interest yet P.
 John the requested has never paid the same but neglects to
 to the Damage of P. Samuel a sum of Twenty Dollars. The
 Return was entered at the last Term when the P^{er} being then
 Times called to come into Court made Default of Appear-
 ance in Court. P. Return was continued for Judgment
 to the Time & now the Writ appears & now the P^{er} appears
 And it is considered by the Court that P. P^{er} recover against
 said John Twenty Dollars & seventy five cents Damage &
 Costs of Suit taxed at 80^{cts} & 8^{cts} & 1/2 there of &c.
 Exec^{ed} of Sep^r 20 1796

Chambers
 Esq^r
 May 5 1796

March Cooley of Dursfield in the County of Hampshire Esq^r
 v. Joseph Parsons of Dursfield in P^{er} County Esq^r
 on Dec^r 1st 1795 by his Note for Value rec^d promised P.
 on File &c. This Return was entered at May Term last &
 continued to the Time & and now at this Time neither
 Party appearing in Court the Case is dismissed

Cooley
 Parsons
 May 6 1796

Whitish Bellings of Newbridge in the State of New York Esq^r
 v. Benjamin Alvord late of Montague Esq^r Defendant
 on Dec^r 1st 1795 by his Note for Value rec^d promised P.
 February 16th last by his Note for Value rec^d promised P.
 Whith to pay him or Order Twenty eight pounds six shillings
 & three pence equal to more or four dollars & thirty nine cents
 on or before January 1st then next with interest yet P.
 Benjamin the requested has never paid the same but neg-
 lects it to the Damage of said Whith One hundred Dollars

Bellings
 Alvord
 May 7 1796

This Action was entered in Court at the last Term & continued to this
Term & now at this Time the Plaintiff appears & the Defendant the three Times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that I^d Elizabeth do recover
against s^d Benjamin one hundred & three Dollars & thirty three
Cents Damages & Costs of Suit taxed at Dol^r 15.50 & thereupon
Excori^d Sept^r 20 1796

Lawrence

Newton

May 8 1796

Daniel Lawrence of Montague in the County of Hampshire against s^d Plaintiff
s^d Elijah Newton of Deerfield in s^d County yeoman Defendant in a
Pl^a of the Case for that said Elijah at s^d Montague on November
with the last by his Note for Value rec^d promised said Daniel
to pay him or Order eight hundred Dollars within thirty Days with
Interest Yet s^d Elijah the requested has never paid the same
but neglects it to the Damage of s^d Daniel thirty Dollars - This
Case was entered at the last Term & continued to this Term - and
now the Plaintiff appears & the Defendant the three Times called to come into
Court makes Default of Appearance here, Wherefore it is considered
that s^d Daniel do recover against s^d Elijah sixty and Dollars & twenty
Cents Damages & Costs of Suit taxed at Dol^r 10.50 & thereupon
Excori^d Sept^r 20 1796

Ball

Newton

May 9 1796

John Ball of Deerfield in the County of Hampshire yeoman Plaintiff
Elijah Newton of the same Deerfield yeoman Defendant in a Pl^a of the
Case for that s^d Elijah at s^d Deerfield on Sept^r 4 last past by his
Note for Value rec^d promised s^d John to pay him or his Order
Twenty six Dollars & sixty nine Cents on or before Oct^r 1. then with
Interest Yet s^d Elijah the requested has never paid the same
but neglects it to the Damage of s^d John forty Dollars - This Case
was entered at the last Term & continued to this Term & now the
Pl^a appears & the Defendant the three Times called to come into Court
makes Default of Appearance here. Wherefore it is considered
by the Court that the said John do recover against the s^d Elijah
Twenty five Dollars & eighteen Cents Damages & Costs of Suit tax
ed at Dol^r 11.28 & thereupon
Excori^d Sept^r 20 1796

Ludden

Wales

May 13. 1796

Elizabeth Ludden of Chesterfield in the County of Hampshire Plaintiff
s^d William Wales of Williamsburgh in the same County
Yeoman Defendant in a Pl^a of the Case for that s^d William at said
Williamsburgh on May 2 1796 being justly indebted to the
Pl^a in the Sum of forty Dollars to balance book accounts for a
number of hogs then & for that Time sold & delivered at the special
Instance & Request of s^d William & being so indebted in Consider
ation thereof affirmed on him self & promised the Pl^a to
pay him the same on Demand Yet s^d William the requested
has not performed his promise but neglects it to the Damage
of s^d Elizabeth sixty Dollars This Action was entered in Court at the
last Term & continued to this Term - and now the Plaintiff appears & the
Def^t the three Times called to come into Court makes Default of Ap
pearance here Wherefore it is considered by the Court that said
Elizabeth do recover against s^d William Forty Dollars Damages &
Costs of Suit taxed at Dol^r 9.19 & thereupon
Excori^d Sept^r 17 1796

Joseph Selw^r Parley Solomon, Richard Poor & Peter, Bailey, George
Healer & Eben Hunt all of Cheshirefield in the County of Hampshire
Joint Debtors in a Plea of the Case for that said John abt Cheshirefield
Gent^r Debt in a Plea of the Case for that said John abt Cheshirefield
on March 12th last by his Note for Value recd promised the Pl^t
to pay him or Order Five pounds eleven shillings & six pence
equal to eighteen Dollars & 58 Cents on Demand with Interest
Yet said John the requested has never paid the same but
neglects it to the Damage of said Pl^t This
Action was entered in Court at the last Term & continued
to this Time And now at this Term the Pl^t appeared & the
Defendants tho^t three Times called to come into Court made
Default of appearance here Wherefore it is considered by
the Court that the Pl^t do recover against the D^s 18⁰⁰
nineteen Dollars & fourteen Cents Damages & Costs of Suit
taxed at 20⁰⁰ 9⁰⁰ & 2⁰⁰ there of do Excep^t Sep^r 17 1796

Apollis Thing of Cheshirefield in the County of Hampshire Gent^r Pl^t Thing
Stephen Whitney & Sol^r Anderson both of Deerfield in the same County
German Debt in a Plea of the Case for that S^r Stephens Solomon abt
said Deerfield on April 12th last by their note for Value recd promised
jointly & severally the Pl^t to pay him or Order Five hundred Dollars
on Demand with Interest Yet S^r Depts the requested has not
either of them paid the same but neglects it to the Damage of said
Apollis Six hundred Dollars This Action was entered at the last Term
& continued to this Term & now the Pl^t appears & the Def^s tho^t
three Times called to come into Court made Default of appearance
here Wherefore it is considered by the Court that S^r Apollis do recover
against the said Stephens & Solomon Five hundred & twelve Dollars
& 50 Cents Damages & Costs of Suit taxed at Dollars 9⁰⁰ 84⁰⁰ & there of do
Excep^t Sep^r 17 1796

Stonier Putney of Goshen in the County of Hampshire Gent^r Pl^t Putney
v. Charles Grimes of the same Goshen Debt in a Plea de as is abt
largest Joins in the Writ on the side This Action was entered
at the last Term & continued to this Time And now with Party
appearing in Court the Case is dismissed May 18 1796

Oliver Edwards of Cheshirefield in the County of Hampshire Gent^r Pl^t Edwards
v. Luther Fisher of Cummington in the same County Gent^r Pl^t Fisher
Plea of the Case for that S^r Luther on Dec^r 10th 1794 by his
Note for Value recd promised the Pl^t to pay him or Order twelve
pounds three shillings & three pence equal to forty Dollars & fifty
four Cents by September 1st then next with the interest Yet said
Luther the requested has not paid the same but neglects it to
the Damage of said Oliver forty Dollars This Case was entered
at the last Term & continued to this Time & the Pl^t appears
& the Def^s tho^t three Times called to come into Court made Default
of appearance here Wherefore it is considered by the Court
that S^r Oliver do recover against S^r Luther Forty one Dollar
& seventy eight Cents Damages & Costs of Suit taxed at 20⁰⁰
11⁰⁰ 11⁰⁰ & there of do Excep^t Sep^r 17 1796

Solomon Parsons of Goshen in the County of Hampshire Gent^r Parsons
Pl^t v. Samuel Wellington of Windsor in the County of Berkshire Wellington
German Debt in a Plea of the Case for that S^r Samuel on July 23rd
by his Note for Value recd promised one Matthew lawyer to pay
him or Order Six pounds ten shillings equal to twenty one Dollars and
May 20 1796

Sept 16th 1796 on Demand with Subscrib & after wards on the same Day the said Charter by his Subscrib on said Note for Value rec^d ordered the Court thereof to be paid to the Plaintiff & James then & there had Notice & became liable to pay the same accordingly. Yet James the request has not paid the same but neglects it to the Damage of the Plaintiff Forty Dollars. This Case was entered at the last Term & continued to this Time & now the Plaintiff appears at the Court the three Times called to come into Court master Default of Appearance here Wherefore it is considered that the Plaintiff do recover against the Defendant Twenty one Dollars & Forty four Cents Damages & Costs of Suit taxed at Dollars 11.02 & the Plaintiff
Excor. off. Sept. 17. 1796

Lyman
Gates
May 22. 1796

Grasman of Northampton in the County of Hampshire merchant Plaintiff as Intervener of Seneca in the County of Berkshire Blacksmith Defendant in a Plea of the Case for that Luke W. Northampton on November 10th 1794 by his Note for Value rec^d promised the Plaintiff to pay him or Order £ 8. 9. 8 equal to Dollars 28.28 in sixty days on the date such after that Time. Yet said Luke the request has not paid the same but neglects it to the Damage of said Grasman thirty Dollars. This Case was entered at the last Term & continued to this Time. The Plaintiff appears at the Court the three Times called to come into Court master Default of Appearance here Wherefore it is considered by the Court that the said Grasman do recover against the said Luke Thirty one Dollars & fourteen Cents Damages & Costs of Suit taxed at Dollars 10.89 & the Plaintiff
Excor. off. Sept. 17. 1796

Corey
Read
May 25 1796

Ben Corey of Stilldale in the State of New York yeoman Plaintiff as Intervener of Elmira in the County of Hampshire Boardwainer Defendant in a Plea of the Case for that the said Elmira at Elmira on March 13 1794 by his Note in Writing for Value rec^d promised the Plaintiff to pay him or Order Eight pounds seventeen Shillings New York Currency in what called with Subscrib. & Sum being equal to twenty two Dollars & ten Cents. Yet the Defendant the request has not performed his said promise but neglects it to the Damage of the Plaintiff Forty Dollars. This Case was entered in Court at the last Term & continued to this Time & now the Plaintiff appears at the Court the three Times called to come into Court master Default of Appearance here Wherefore it is considered by the Court that the said Elmira do recover against the Plaintiff Twenty five dollars & forty six Cents Damages & Costs of Suit taxed at Dollars 12.63 & the Plaintiff
Excor. off. Sept. 17. 1796

Phelps
Thrall & Leggett
May 27 1796

Sam Phelps of Stilldale in the County of Hampshire Gent^l Plaintiff as Intervener of Thrall & Leggett in the County of Stilldale in a Plea of the Case for that the said Thrall & Leggett on August 8th 1795 by their Due Bill in Writing under their hands acknowledged they were due from Sam to the Plaintiff 13.00 Dollars & promised the Plaintiff to pay him the same in Goods out of their Store on Demand. Yet the Plaintiff the request has not performed their promise but neglects it to the Damage of the Plaintiff Twenty Dollars. This Case was entered in Court at the last Term & continued to this Time & now the Plaintiff appears at the Court the three Times called to come into Court master Default of Appearance here Wherefore it is considered by the Court that the said Sam do recover against the said Thrall & Leggett Thirteen

Dollars & fifty Cents Damages & Costs of Suit taxed at Doll. 11.14 and
thereof &c
Exon. if Sep. 17. 1796

67

Salathiel Phipps of Granville in the County of Hampshire yeoman & Burnpurs
Plff vs David Wright of the same Granville yeoman Def in a Plea &c as set forth in the Declaration on File &c This Action was
entered at the last Term when the Def^t the three Times called to May 29. 1796
came into Court made Default of Appearance in Court & the
Case was then continued for Engagement to this Time & now
at this Time the Plff being that Times called to come into Court
becomes Nonvult & the Action is dismissed

John Phelps of Granville in the County of Hampshire Gent. Plff vs Miss
Woolworth of the same Granville yeoman Def in a Plea &c as is at large set
forth in the Declaration on File &c This Case was entered at the last
Term & continued to this Time & now at this Time neither Party
appearing in Court the Case is dismissed

Phelps
Woolworth
May 32 1796

Jonathan Shepard of Blanford in the County of Hampshire yeoman. Shepard
Plff vs Thoswell Brown of Westfield in s^d County yeoman Def in a Plea
of the Case for that at Blanford aforesaid on February 11. 1795 one Ephra
im Wharfield of Shupel in the County aforesaid made his return Bill or
Order directed to s^d Thoswell requesting him to pay s^d Jonathan Twenty one
Dollars for Value rec^d. (The Remainder of this first Count is not legible
& therefore not copied) Also for that the s^d Thoswell afterwards
at Westfield on April 14th 1796 was further indebted to s^d Jonathan
in the Sum of twenty one Dollars for the like Sum of Money by s^d Thoswell
then then before that Time at the Special Instance & Request of s^d Thoswell
paid said out & expended for the use of s^d Thoswell & being so indebted
in Consideration thereof &c took a promissory s^d Jonathan to pay him
the same Sum when requested s^d Thoswell the requested him not per
form it either his said promissory but neglecting to the Damage of said
Jonathan Forty Dollars This Case was entered in Court at the
last Term & continued to this Time & now the Plff appears & the
Def^t the three Times called to come into Court makes Default of
Appearance here wherefore it is considered by the Court that the
said Jonathan do recover against s^d Thoswell Twenty one Dollars Dam
ages & Costs of Suit taxed at Doll. 11. 90 & thereof &c
Exon. if Sep. 17 1796

Martin Smith of Hartford in the County of Middlebury s^t of State of Connecticut Gent. Plff vs Abel Telloston of Granville in the Coun
ty of Hampshire yeoman Def in a Plea of the Case for that said
Abel at said Granville on November 3^d last by his Note for Value
promised s^d Martin to pay him or Order nine Dollars & fifty
Cents in two months with Interest &c Also for that s^d Abel
afterwards at s^d Granville on January 12th 1796 by his other Note
for Value rec^d promised s^d Martin to pay him or Order
thirteen Dollars & twenty five Cents in two weeks from the Date
with the s^d Abel the requested him not performed either
said promises but neglecting to the Damage of s^d Martin
thirty Dollars This Case was entered at the last Term & now
to this Time & now the Plff appears & the Def^t the three Times
called to come into Court makes Default of Appearance here
wherefore it is considered by the Court that s^d Martin do re
cover against the said Abel Twenty three Dollars & sixty one Cents
Damages & Costs of Suit taxed at Doll. 12. 46 & thereof &c
Exon. if Sep. 17 1796

Smith
Telloston
May 35 1796

Penedick
 21
 Thrall & Co
 May 30 1796

Ephraim Penedick of Canaanville in the County of Hampshire Statter Plaintiff vs
 Charles Thrall of Winchester in the State of Connecticut Trader Defendant in a Plea of the
 Pleas of Canaanville aforesaid Gent^l Agents to P^r Levin Deft^r in a Plea of the
 Case for that P^r Thrall on December 17 1795 by his Note or Due Bill acknowledged
 judged that was due from P^r Thrall to P^r Ephraim Seven Dollars four shillings
 & seven pence in Goods at Cash price & promised P^r Penedick to pay him the
 same soon on Demand yet P^r said Thrall the requested has not performed
 his P^r promise but neglected it to the Damage of said Ephraim Twenty Dollars
 This action was entered at the last Term & continued to this Term and now
 the P^r appears & the said John the Agents aforesaid appears in Court & being
 sworn according to the Statute & interrogated whether at the Time of the view
 view of the Writ on him he had any Goods or Chattels of P^r Thrall in his
 hands, on his Oath answered that he had two Saddles which were attached
 on a Writ in his favour against P^r Thrall & was still on execution
 Judgment was rendered this Term & which is all the Property he had
 after which the said Thrall being three Times called to come into Court
 another Default of appearance here Wherefore it is considered by
 the Court that the P^r Ephraim to recover against P^r Thrall Ten Dollars
 & fifty two Cents Damages & Cost of Suit taxed at Doll^r 15. 86 & that he be
 Exec^d Sep^r 17 1796

Bradley & al Appel^t
 21
 Woodbridge
 May 40 1796

Jacob Bradley & Enock Co. both of West Springfield in the County of
 Hampshire Husbandmen Appell^t vs. Ruggles Woodbridge of South Hadley
 in the same County Gent^l Appellee from the Judgment of Henry
 Devereux Esq^r Just^l of the Peace in which Case the P^r Ruggles was P^r Plaintiff the
 P^r Jacob & Enock Deft^r in a Plea of the Case for that P^r Bradley &
 Co. at West Springfield aforesaid on January 4th 1790 by their Note
 for Value recd^d promised the P^r to pay him Two pound nine
 shillings by April 1st then with Interest yet P^r Deft^r the P^r P^r
 had now not paid the same but neglected it to the Damage of said
 Woodbridge Thirteen Dollars & This Appeal was entered in Court
 at the last Term & continued to this Term and now at this Time
 the said Parties appear & are again at issue on the former Plea
 & being at this Time returned in person & sworn as the Law directs
 declare upon their Oath that the Appellants did not promise or
 And therefore it is considered by the Court that P^r Jacob & Enock do
 recover against P^r Ruggles the Cost taxed at Doll^r 22. 75 & that he be
 Exec^d Oct^r 25 1796

Paine
 21
 Wait
 May 44 1796

Sarah Paine of Worcester in the County of Worcester Widow Plaintiff vs
 Wait of Chelsea in the County of Hampshire Haines Wright Deft^r in a Plea
 of Ejectment wherein she demands against P^r Wait the Possession
 of a Lot of Land lying in Chelsea aforesaid containing 102 Acres and was
 laid out for a first Division Lot No. 66 bounded beginning at the
 Northwest Corner of a Maple Tree named running East ten degrees north
 by Lot Number sixty three one hundred & nine rods to a heap of Stones
 then South ten degrees East one hundred & fifty rods to a Stake & Stones
 then West ten degrees North one hundred & nine rods to a heap of Stones
 then north ten degrees west to the Corner first mentioned & bounded East
 on Lot No. 65 South on Lot No. 67 by a West on Lot No. 11 & says the said
 Wait by his Deed duly executed & registered for a value & consideration
 bargained & sold P^r demanded premises with the Appurtenances to said
 Sarah her Heirs & Assigns forever by force whereof she became seized thereof
 on her Demise as of her right taking the profits thereof to the Value of
 twenty Dollars by the year & ought to have remained in the possession
 thereof accordingly but P^r Wait hath since entered into the Possession
 thereof without any right & defrauded P^r Sarah & would hold her out
 of the same to her Damage Six hundred Dollars & This Case was called
 at the last Term and continued to this Term and now the P^r appears

and the Deft the three Times called to come into Court on his Depaulth of Appearance in Court. Therefore it is considered by the Court that the said Sarah do recover against the said Deborah Pofferson of the demand promised, unless the s^d Deborah shall in two months next to the said Sarah have hundred forty eight Dollars & seventy five Cents & Costs of Suit taxed at Del^y 12th 39

Merrick

Back Samuel Merrick of Ware in the County of Hampshire upon Paper
Moses Merrick of Charlton in the County of Worcester upon a Plea of the Case for that said Moses at said Charlton viz^t at Northampton
on December 12th 1795 by his Note for Value rec^d promised the
Deft to pay him or Order twenty one Dollars on Demand with Interest
Yet said Moses the requested has not paid the same but brought in
to the Damage of said Samuel fifty Dollars This Case was entered in
Court at the last Term & continued to this Time and now at this Time
the Deft appears & the Deft the three Times called to come into Court
on his Depaulth of Appearance here Wherefore it is considered by the
Court that the said Samuel do recover against the said Moses Twenty
one Dollars & ninety four Cents Damages & Costs of Suit taxed at
Dollars 11th 48 & thereof

Merrick

May 45 1796

Isaac Crosby of Boston in the County of Suffolk Shipkeeper Deft
Joseph Tapp of Woburn in the County of Hampshire Stage Driver
Deft in a Plea of the Case for that s^d Tapp at Springfield on
October 18 1793 by his Note for Value rec^d promised the Deft
to pay him seventeen Dollars on Demand with Interest Yet
the said Tapp the requested has not paid the same but brought in
it to the Damage of s^d Crosby forty Dollars This Case was
entered in Court at the last Term & continued to this Time
and now the Deft appears & the Deft the three Times called
to come into Court on his Depaulth of Appearance here
Wherefore it is considered that s^d Isaac do recover against said
Joseph nineteen Dollars & thirty four Cents Damages & Costs of
Suit taxed at Dollars 13th 01 & thereof

Crosby

Tapp

May 47 1796

Samuel Hinckley of Northampton in the County of Hampshire Esq^r
Prof^r of Joseph Rodman Jun^r of Williamsburgh in the same County
Jannet Deft in a Plea of the Case for that s^d Joseph at s^d Williams
burgh on March 9th last by his Note for Value rec^d promised
one John Gilman to pay him or Order seven ten pounds equal
to fifty six Dollars & sixty six Cents on or before November 20th
then next with Interest & afterwards on March 24th last s^d
John by his Indorsement on the same Note ordered the Proctors
thereof to be paid to s^d Samuel for Value rec^d whereof s^d Joseph
then & there had Notice & promised s^d Samuel to pay him the
same on Demand Yet s^d Joseph the requested has not paid
the same but brought in to the Damage of s^d Samuel Eighty
Dollars This Action was entered in Court at the last Term
thereof & continued to this Time and now the Deft appears
& the Deft the three Times called to come into Court on his
Depaulth of Appearance here Wherefore it is considered by the
Court that the said Samuel do recover against the s^d Joseph
Sixty one Dollars & seventy eight Cents Damages & Costs of
Suit taxed at Dollars 0th 66 & thereof

Hinckley

Rodman

May 48 1796

Excor if Sept 21 1796

Robert Smith & John Smith both of Northampton in the County of Hampshire
 Plaintiff vs David Griffin & Elijah Newton both of Berks in s^d
 County yeoman Deft in a Plea of the Case for that s^d Deft on November
 9th last by their Note for Value recd promised one William Butlerfield
 to pay him or Order Twenty Dollars on Demand with ther^e & afterwards
 on April 9th 1796 s^d William by his Indorsement on s^d Note ordered the
 Contents thereof to be paid the Deft for Value recd whereof s^d Deft
 had Notice & in Consideration thereof promised the Deft to pay them the
 same Yet the aforesaid s^d Deft have not paid the Deft the same but
 neglect it to the Damage of s^d Robert & John Twenty Dollars - This
 Case was entered in Court at the last Term and continued to this
 Term - And now the Deft appear & the Deft the three Times cal
 led to come into Court on the Default of Appearance here wherefore it
 is considered by the Court that the said Robert & John do recover
 against s^d David & Elijah Twenty one Dollars Damages & Costs of
 Suit taxed at 10^s 0^d 0^d & thereof de Exon of Oct^r 18 1796.

Coolidge
 vs
 Blood & d
 May 01 1796

Joseph Coolidge of Boston in the County of Suffolk March Deft vs
 Abner Blood & Spencer Prosser both late of Hawley in the County of
 Hampshire yeoman Deft in a Plea of the Case for that s^d Abner and
 Spencer on January 3 1795 by their Note for Value recd promised one
 Aaron Billings to pay him or Order Fifty pounds Lth by May 1st 1795
 with Interest from March 1st then next & afterwards on July 1st 1795
 s^d Aaron then & there by his Indorsement on s^d Note ordered the Contents
 thereof to be paid to one Samuel Strickley for Value recd & afterwards
 on the same July 1st said Samuel by his Indorsement on the same Note
 ordered the Contents thereof to be paid to s^d Joseph for Value recd all
 whereof s^d Abner & Spencer had Notice & in Consideration thereof pro
 mised the Deft to pay him the same according to the Tenor of s^d Note
 Yet said Abner & Spencer the aforesaid have not paid the same to the
 Deft but neglect it to the Damage of s^d Joseph Two hundred & twenty
 Dollars - This Action was entered in Court at the last Term thereof
 & continued to this Term - And now at this Time the Deft appear &
 the s^d Abner (who only has been summoned) the three Times called to come
 into Court makes Default of Appearance here wherefore it is considered
 by the Court that the said Joseph do recover against the s^d Abner One
 hundred ninety one Dollars & ninety four Cents Damages & Costs of
 Suit taxed at 13^s 12^d 0^d & thereof de Exon of Sep^r 21 1796

Morgan
 vs
 Wallcut
 May 02 1796

Jeter Morgan of West Farringfield in the County of Hampshire yeoman
 Plaintiff vs John Wallcut late of Williamsburgh in s^d County yeoman Deft in
 a Plea de as set forth in the Declaration on File de This Action was brought
 at the last Term & continued to this Term - And now neither party
 appearing in Court this Case is dismissed

Cotman
 vs
 Stone
 May 03 1796

Mathias Cotman of Chatham in the County of Hampshire yeoman
 Plaintiff vs Elean Stone of Stockbridge in the County of Berkshire Gent Deft
 in a Plea de as set forth in the Declaration on File de This Action
 was brought at the last Term & continued to this Term - And now at this
 Term neither party appearing in Court this Action is dismissed

Darrow
 vs
 Woods & d
 May 05 1796

Samuel Darrow of Norwich in the County of Hampshire Husbandmⁿ
 Plaintiff vs Joseph Woods Labourer Simon Woods Labourer & Leoban Woods
 Labourer all of the same Norwich Deft in a Plea of Trespass for that
 said Deft at s^d Norwich on August 15th last with Force & Arms did
 break open the Close of s^d Samueel called Father Farm & 400 Shaves
 of Hay of the Value of 20 Dollars did take & carry away & to their own
 use convert - Also for that s^d Deft on September 1st last with Force &

Arms the P^l C^l called Fuller Farm did break & enter & his Grasp to the Value
of ten Dollars then & there growing with their Grasp did break down & carry
& other Grasp to the Value of other ten Dollars did now down to the & carry
money & other Grasp to the Value of other ten Dollars with Horser Gear Court
India Shop did break down eat up & destroy & also for that & Deft^r
& Norwich appeared on April 19. 1796 with Horser Gear the P^l C^l called
Fuller Farm in Norwich appeared did break & enter & sixty poles
of the Value of five Dollars then growing did cut down to the & carry
away contrary to Law & to the Damage of said Amariah sixty
Dollars This Action was entered in Court at the last Term thereof & con-
tinued to this Time and now at this Time the P^l appears by
Gahob Strong Esq^r & the Deft^r by John Woodbridge Gent^l their Counsel
(now appointed for this special purpose) come & defend the Force & injury
wherein & upring to themselves Liberty to give in Evidence the Title
of Rhode Rhoads their mother under the general Issue say they are
not guilty in manner & Form as the P^l in his Declaration hath
alleged & thereof put themselves on the Country and the
P^l likewise A Jury at this Time returned impaneled
& sworn to try the Issue declare upon their Oath that they find
the Deft^r guilty & award Damages at fourteen Dollars and
thereupon it is considered by the Court that P^r Amariah do recover
against the said Joseph Simson Labalon fourteen Dollars Damages
& Costs of Suit taxed at Dollars 53. 33 & thereof
Executed Sept. 15 1796

John Wright of Northampton & John Phelps of Chester in the County of Hampshire
of Hampshire South. Indent P^l vs Martin Star of Lancaster
in the County of Berkshire Indent Deft^r in and for Treaspass & Harm
on the Case for that s^r Martin who Charles on September 9th
last by his Note for Value rec^d promised the P^l to pay May 57. 1796
them or Order Thirty eight Dollars on Demand with Interest
Yets s^r Martin who requested hath not paid the same but
neglecteth to the Damage of s^r Phelps Fifty Dollars This Action
was entered at the last Term & continued to this Time and
now at this Time the P^l appears & the Deft^r the three Times
called to come into Court on the Default of Appearance here
wherefore it is considered by the Court that P^r Phelps do re-
cover against s^r Martin Thirty nine Dollars & twenty two
Cents Damages & Costs of Suit taxed at Dollars 11. 18 & thereof
Executed Sept. 21 1796

Jonathan Smith of White Bay in the County of Hampshire & Jonathan
P^l vs Philip Whetzel of Sunderland in the County of Hampshire
as is set forth in the Declaration on File &c This Case was entered
in Court the last Term & continued to this Time and now
the P^l appears & discontinues the Suit the Deft^r appears & pays May 59. 1796
for Costs and thereupon it is considered by the Court that
the said Philip do recover against the P^r Jonathan Four Dollars
& twenty eight Cents & thereof &c Executed Sept. 17 1796

John Ladd Esq^r of Southampton in the County of Hampshire Esq^r & John
P^l vs Waitstill Seal Esq^r of Southampton Esq^r Deft^r in
and for the Case for that s^r Seal at Southampton on July 1st Seal
1795 by his Note for Value rec^d promised the P^l to pay him May 60 1796
£8. 11. 0 equal to Dot. 28. 50 with Interest &c & Seal the agree-
ment has not paid the same but neglecteth to the Damage of P^r
Jonathan Sixty Dollars This Case was entered at the last Term
& continued to this Time and now the P^l appears & the Deft^r
the three Times called to come into Court on the Default of Appear-
ance here

wherefore it is considered by the Court that the said Jonathan do recover against the said Wm. Still Thirty Dollars & forty eight Cents Damages & Costs of suit taxed at Dollars 7. 02. & thereof &c
Exonif Sept 21 1796

Searl
Searl
May 61 1796

Gideon Searl of Southampton in the County of Hampshire against David Searl late of Southampton Gent. Debt in & the Case for that David a ts Southampton on February 26th 1795 by his Note for Value rec^d promised the Debt to pay him or Order Eleven pounds fifteen pence & five pence on Demand with Interest Yet David the requested has not paid the same but neglects it to the Damage of Gideon one hundred Dollars This action was entered at the last Term of this Court and continued to this Time And now at this Time the Plaintiff appears & the Debt the three Times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the said Gideon do recover against the said David Forty two Dollars & eighty four Cents Damages & Costs of suit taxed at Dol 7. 82 & thereof &c
Exonif Sept 21 1796

Freemason
of
Newark
May 65 1796

Joseph Freeman of Norwich in the County of Hampshire against Andrew Stewart late of the same Norwich against Debt in & the Case for that Andrew on June 26. last by his Note for Value rec^d promised the Debt to pay him Twelve pounds equal to forty Dollars in Cash or Money by Nov. 1st then next with Int. Yet Andrew the requested has not performed his promise but neglects it to the Damage of Joseph Forty Dollars This Case was entered in Court at the last Term & continued to this Time And now the Plaintiff appears & the Debt the three Times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the said Joseph do recover against the said Andrew Forty two Dollars & eighty nine Cents Damages & Costs of suit taxed at Dol 9. 54 and thereof &c
Exonif Sept 21 1796.

Pettibone & al
vs
Cook
May 69 1796

Chamney Pettibone & Noah Lincolns Phelps both of Timbony in the State of Connecticut Gent. vs Samuel Cook of New Salem in the County of Hampshire Gent. Debt in & the Case for that Samuel on January 2nd last by his Note for Value rec^d promised the Debt to pay them or Order Twenty pounds five Shillings & six pence in four weeks with Interest Yet Samuel the requested has not paid the same but neglects it to the Damage of Phelps one hundred Dollars This action was entered in Court at the last Term when the Debt the three Times called to come into Court made Default of appearance in Court And this Case was continued for Judgment to this Time And now the Plaintiff appears & moves for Judgment And it is considered by the Court that the said Chamney & Noah do recover against Samuel Seventy Dollars & forty six Cents Damages & Costs of suit taxed at Dol 14. 74 & thereof &c
Exonif Sept 21 1796.

Samuel
Miller
May 1796

Samuel Miller of Northampton in the County of Hampshire against John Phillips of Greenfield in the same County against Debt in & the Case for that John a ts Northampton on January 1st 1796 was indebted to Miller in the sum of Forty Dollars & seventy six Cents for divers work labour & services in the summing of a Clothier before that Time done by Miller for John & this August & no Consideration whereof John promised to pay & obtain the same when on Demand Yet said John the requested has not performed his promise but neglects it to the Damage of Miller Forty Dollars This Case was entered in Court at the last Term & continued to this Time And now the Plaintiff appears & the Debt the three Times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the said Miller do recover against said John Forty Dollars & seventy six Cents Damages & Costs of suit taxed at Dol 8. 89 & thereof &c
Exonif Sept 21 1796

Reuben Bardwell of Conway in the County of Hampshire Trader Plaintiff
vs
Benjamin Hickcox of the same Conway Gent^l Defendant in a Plea of the Case
For that s^d Reuben abt 3^d Conway on March 10th 1796 had sold & delivered
to said Benjamin at his Request divers Goods &c & in Consideration
thereof said Benjamin then & there undertook & promised s^d Reu:
b^d to pay him so much money as the same Goods &c were worth
and said Reuben says said Goods &c are worth money three
Dollars & twenty Cents yet said Benjamin the requested has not
paid the same but neglects it to the Damage of s^d Reuben money
Dollars — This Case was entered at the last Term & continued
to this Time and now the Plff appears & the Def^t to the three Times
called to come into Court makes Default of appearance
here & wherefore it is considered by the Court that s^d Reuben do
recover against s^d Benjamin money three Dollars & twenty Cents
Damages & Costs of Suit taxed at Dol^r 0.11.71 & thereof &c
Ex^o 11th Oct. 6 1796

Bardwell
vs
Hickcox
May 7th 1796

Reuben Bardwell of Conway in the County of Hampshire Trader
Plff vs Benjamin Hickcox of the same Conway Gent^l Def^t
in a Plea of the Case For that s^d Benjamin abt Conway on
December 25th 1794 by his Note for Value rec^d & promised said
Reuben to pay him on Order Nine ten pounds on Demand
with Interest and also the further Sum of three pounds eleven
shillings & 8^d yet s^d Benjamin the requested has never per
formed either in said promises but neglects it to the
Damage of s^d Reuben forty six Dollars ~ This Case was com
menced at the last Term & continued to this Time ~ And
now at this Time the Plff appears & the Def^t to the three
Times called to come into Court makes Default of ap
pearance here wherefore it is considered by the Court that
said Reuben do recover against the s^d Benjamin Forty
one Dollars & forty Cents Damages & Costs of Suit taxed at
Dollars 0.11.71 & thereof &c. Ex^o 11th Oct. 6 1796.

Same
vs
Same
May 7th 1796

Gad Smith of Whately in the County of Hampshire Trad^r Plff
vs Joseph Nash of Deerfield in s^d County yeoman Def^t in
a Plea of the Case For that s^d Joseph at Whately appeared on
August 19th 1795 by his Note for Value rec^d & promised s^d
Gad to pay him on Order Sixty one dollars on Demand with
Interest yet said Joseph the requested has not paid the
same but neglects it to the Damage of s^d Gad fifty Dollars
This action was commenced at the last Term & continued to
this Time ~ And now the Plff appears & the Def^t to the three
Times called to come into Court makes Default of appear
ance here wherefore it is considered by the Court that the said
Gad do recover against the s^d Joseph Forty eight Dollars and
seventeen Cents Damages & Costs of Suit taxed at Dol^r 7.49
& thereof &c.

Smith
vs
Nash
May 8th 1796

Gad Smith of Whately in the County of Hampshire Trad^r Plff
vs Ben^d Hickcox of Conway in the same County Gent^l Def^t in
in a Plea of the Case For that s^d Benjamin abt Whately on
the fourth day of January last being indebted to s^d Gad in
the Sum of seven pounds seven Shillings & 8^d for divers Goods

Smith vs
Hickcox
May 8th 1796

by and said Time sold & delivered to J^d Benjamin at his request according to the account annexed there & this promised & also said to pay him that sum on Demand & J^d Benjamin the requested has not paid the same but neglects it to the Damage of the said J^d Gad thirty Dollars - This case was commenced at the last Term and continued to this Time - And now the Plea appears at the Dept the three Times called to come into Court under Default of Appearance here Wherefore it is considered by the Court that the said J^d Gad do recover against the said Benjamin Twenty four dollars & sixty one Cents Damages & Costs of Suit taxed at \$14 a Month &c -
Decree of Sept 19 1796

Smith
as
Smith
May 22 1796

Gad Smith of Whiteley in the County of Hampshire Trade & Plea of Samuel Smith of Heath in s^d County upon a Plea of Debt in a Plea of the Case for that Samuel a Plea of Debt on October 25th 1795 by his note for Value recd promised J^d Gad to pay him or Order Twelve shillings & eleven pence - Also for that the said Samuel a Plea of Debt on August 2^d 1796 by his other note for Value recd promised J^d Gad to pay him or Order Six pounds on Demand & which a Plea of two months also for that Samuel a Plea of Debt on March 1st 1796 by his note for Value recd promised J^d Gad to pay him eight pounds nineteen shillings & five pence on Demand & the Subscrib app^s Samuel the requested has not paid the Contents of s^d notes but neglects it to the Damage of J^d Gad sixty Dollars - This case was entered at the last Term & continued to this Time and now another Party appearing in Court this Case is dismissed

Allis
as
Harwood
May 24 1796

Joel Allis of Courton in the County of Hampshire upon a Plea of Debt in a Plea of the Case for that Francis Harwood of Whiteley in the same County Plea of Debt on January 2^d 1796 by his note for Value recd promised J^d Joel to pay him or Order Sixty three Dollars & thirty five Cents by February 1st then next with Interest &c J^d Francis the requested has not paid the same but neglects it to the Damage of J^d Joel seven & a half Dollars This case was entered at the last Term & continued to this Time and now the Plea appears at the Dept the three Times called to come into Court under Default of Appearance here Wherefore it is considered by the Court that J^d Joel do recover against the said Francis Sixty three Dollars and ninety nine Cents Damages & Costs of Suit taxed at \$10 36 & 8
Decree of Sept 19 1796

Smith
as
Smith & al
May 25 1796

Gad Smith of Whiteley in the County of Hampshire Trade & Plea of Samuel Smith of Heath in s^d County Plea of Debt on October 25th 1795 by his note for Value recd promised J^d Gad to pay him or Order Twelve shillings & eleven pence - Also for that the said Samuel a Plea of Debt on August 2^d 1796 by his other note for Value recd promised J^d Gad to pay him or Order Six pounds on Demand & which a Plea of two months also for that Samuel a Plea of Debt on March 1st 1796 by his note for Value recd promised J^d Gad to pay him eight pounds nineteen shillings & five pence on Demand & the Subscrib app^s Samuel the requested has not paid the Contents of s^d notes but neglects it to the Damage of J^d Gad sixty Dollars - This case was entered at the last Term & continued to this Time and now another Party appearing in Court this Case is dismissed

Tabb
as
Williams
May 26 1796

Tabb of Belloc the agent in the County of Berkshire Plea of Debt on August 11th 1795 by his note for Value recd promised J^d Tabb to pay him or Order Fifty five Dollars & January 1st then next with Interest &c J^d Tabb the requested has not paid the same but neglects it to the Damage of J^d Tabb one hundred & thirty

This Case was entered in Court at the last Term thereof & continued to this Time, and now at this Time the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Defendant do recover against the said Harrow thirty six Dollars & fifty three cents Damages & Costs of Suit taxed at Dollars 12.19 & thereof &c

Executed Sept. 16 1796

Dea Moody of New Salem in the County of Hampshire, vs. Peter Herley Ward of Buckland in the same County a Comor. Deft in a Plea of the Case for that said Ward on March 21st 1794 by his note for Value recd promised the Plaintiff to pay him or Order Four pounds ten shillings by September 1st with the Plaintiff Ward the requested has never paid the same but neglects it to the Damage of Dea Moody thirty Dollars - This Case was entered in Court at the last Term thereof & continued to this Time - And now the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Dea do recover against the said Herley sixteen Dollars & thirty one cents Damages & Costs of Suit taxed at Dollars 10.60 & thereof &c

Moody
Herley
Ward
May 30 1796

Timothy Bellings of Deerfield in the County of Hampshire vs. Peter Herley Ward of Buckland in the same County a Comor. Deft in a Plea of the Case for that said Ward on May 8th 1794 by his note for Value recd promised the Plaintiff to pay him or Order \$5.12.2^{1/2} in cash or Stock by December 1st next with the Plaintiff Ward the requested now performed his promise but neglects it to the Damage of Timothy Bellings thirty dollars - This Case was entered at the last Term & continued to this Time - And now at this Time the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that Timothy do recover against the said Herley eighteen Dollars & twenty cents Damages & Costs of Suit taxed at Dollars 9.78 & thereof &c

Bellings
Herley
Ward
May 30 1796

Joseph Bishop of Ashfield in the County of Hampshire vs. Henry Look of Hawley in the County of Hampshire a Comor. Deft in a Plea of the Case for that said Henry on June 11th 1794 by his note for Value recd promised the Plaintiff to pay him fifty Dollars by January 1st next with the Plaintiff Look the requested has not paid the same but neglects it to the Damage of Joseph Bishop fifty Dollars - This Case was entered in Court at the last Term thereof & continued to this Time - And now the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that Joseph do recover against the said Henry nineteen Dollars & two cents Damages & Costs of Suit taxed at Dollars 10.40 & thereof &c

Bishop
Look
May 30 1796

Executed Sept. 16 1796

Dwight in 1011
at
Hampden
May 31 1796

Stadeck Division on of Northfield in the County of Hampshire Esq. Plaintiff
vs
Asahel Stannard of Conway in s^d County Defendant
Deft in a Plea
of the Case For that s^d Asahel on April 18th 1794 by his note for Value and
promised on Josiah Bond to pay him or Order Twenty five pounds in
two years with Interest & s^d Josiah then the same day by his Indorsement
on said Note for Value and ordered the Contents to be paid to one
Peter Black & said Peter then afterwards on the same day by his Indorsement
on the same Note ordered the Contents thereof to be paid to the Plaintiff
of all which s^d Asahel then & there had Notice & in Consideration thereof
promised the Plaintiff the same according to the Tenor thereof Yet said
Asahel the requested has not paid the same but neglects it to the
Damage of s^d Stadeck one hundred & fifty Dollars This Action was
commenced at the last Term & continued to this Time & now at this
Time the Plaintiff appears & the Deft the three Times called to come into
Court makes Default of Appearance here Wherefore it is considered by
the Court that the said Stadeck do recover against the s^d Asahel ninety
five Dollars & forty two Cents Damages & Costs of Suit taxed at
Dollars 15 & thereof do
Exonif Sept 16 1796

Sufford
vs
Scott
May 31 1796

John Sufford of Windsor in the County of Berkshire Plaintiff
vs
Isaac Scott of Hawley in the County of Hampshire Defendant
Deft in a Plea as is set forth in the Declaration on File do This Action was
commenced at the last Term & continued to this Time & now at this
Time neither Party appearing in Court this Cause is dismissed —

Carver
vs
Whitney
May 31 1796

Phurcus Carver of Deerfield in the County of Hampshire Plaintiff
vs
Stephen Whitney of the same Defendant
Deft in a Plea of the Case For that s^d Stephen on October 30th last by his note for Value
and promised the Plaintiff to pay him or Order £19. 6. 0 on Demand
with Interest, also for that s^d Stephen on the same Day by his other note
for Value and promised the Plaintiff to pay him or Order £6. 13. 0 on De
mand with Interest Yet s^d Stephen the requested has not paid the
same but neglects it to the Damage of s^d Carver one hundred dollars
This Action was commenced at the last Term & continued to this Time and
now at this Time the Plaintiff appears & the Deft the three Times called to come
into Court makes Default of Appearance here Wherefore it is considered
by the Court that the s^d Carver do recover against the s^d Stephen Sixty six
Dollars & sixty seven Cents Damages & Costs of Suit taxed at Dolls 12. 7
& thereof do
Exonif Sept 16 1796

Shellogg vs
Appell
May 31 1796

Benz Shellogg of Hadley in the County of Hampshire Plaintiff
vs
Isaiah Phelps of Northampton in s^d County Defendant
Deft in a Plea of the Case For that s^d Phelps was
Indorsed on a Note of s^d Benjamin Phelps Esq. of s^d County in which Case the s^d Phelps was
Deft and the s^d Shellogg was Deft in a Plea of the Case For that s^d Benjamin
Phelps on or about 14th last with Force & Arms in Assault made
on the s^d Shellogg & him did beat wound smite & strike throw upon
the ground & other Words & Language to him then & there did contrary to Law
& to the Damage of s^d Shellogg Fifty Dollars This Cause was entered
in Court at the last Term though & continued to this Time & now at
the said Parties appear in Court & each have on their former Plea
ings & a Jury at this Time returned in Verdict against s^d Benjamin
the same Verdict upon their Oath that they found the s^d Appellant is guilty
of s^d Damages at ninety five Dollars and there upon it is considered
and by the Court that s^d Shellogg do recover against the s^d Benjamin
ninety five Cents Damages & Costs of Suit taxed at Dolls 30. 5. 0 &
thereof do
Exonif Sept 21 1796

Samuel Cook & Moses Pake both of Hadley in the County of Hampshire
Boatmen Pleas as James Stoughton & Edward Stoughton both of Guilford
in the State of Vermont Pleas in a Plea of the Case for that
James & Edward at Hadley on January 1. 1796 in Consideration that
said Samuel & Moses had been that Time done & performed cer-
tain Labour & Service for them & James & Edward at their Ag-
ree-ment under took & then & there promised & Samuel & Moses to
pay them therefor as much money as for the same Labour and
Service they reasonably deserved to have on Demand & Samuel
& Moses say that for the same Labour & Service they reasonably
deserved the Sum of two hundred & twelve Dollars & Sixty
four Cents of said which & James & Edward had instantly
Note yet James & Edward the requested have not paid the
same but neglect it to the Damage of said Samuel & Moses
Three hundred Dollars - This Action was entered in Court at
the last Term & continued to this Time - And now at this
Time the Plea appears & the Defts the three Times called to come
into Court made default of appearance here, Wherefore it is
considered by the Court that the S^r Samuel & Moses do recover
against the said James & Edward Two hundred & twelve
Dollars & sixty four Cents Damages & Costs of Suit taxed at
Dollars 7. 73 & thereof do Ex^{pt} Sep^r 17. 1796

Book & al
Stoughton
May 97 1796

Matthew Gray of Pelham in the County of Hampshire Gent^l
Plea v. Zachens Richardson of Pelham in S^r County of Hampshire
man Deft in a Plea de a. set forth in the Declaration on file
This Action was entered in Court at the last Term & continued
to this Time - And now at this Term neither Party appear-
ing in Court this Case is dismissed

Gray
Richardson
May 98 1796

John Hopkins of Hadley in the County of Hampshire Shop keeper Pleas
Oliver Duffer Jun^r of Windell in the same County person Deft in a
Plea of the Case for that S^r Oliver at Windell on May 1st last by his
Note for Value rec^d promised one John Partridge to pay him or Order
Thirty pounds equal to One hundred Dollars at or before October 1st
then next with Interest and S^r John afterwards on the same
day by his Indorsement on S^r Note ordered the Contents thereof
to be paid the S^r John for Value rec^d of which S^r Oliver had
instantly Note & in Consideration thereof promised S^r John to
pay him the same accordingly yet S^r Oliver the requested
has not paid the same but neglect it to the Damage of
John One hundred & thirty Dollars - This Action was entered in
Court at the last Term & continued to this Time & now
the Plea appears & the Deft the three Times called to come into
Court makes default of appearance here Wherefore it is consid-
ered by the Court that S^r John do recover against S^r Oliver
One hundred & four dollars & eighty two Cents Damages & Costs
of Suit taxed at Dollars 7. 50 & thereof do Ex^{pt} Sep^r 17. 1796

Hopkins
Duffer
May 101 1796

Ben^r Eastman of Ensbury in the County of Hampshire Pleas
Plea v. Joseph Moorston of the same County person Deft in a
Plea of the Case for that said Ben^r at Ensbury on
November 1st 1793 by his Note for Value rec^d promised said
Moorston to pay him four pounds two shillings & ten pence eq^l
to thirteen Dollars & eighty cents on Demand with Interest yet
said Joseph the requested has not paid the same but neglect
so to do to the Damage of S^r Ben^r Twenty Dollars This Case was
entered at the last Term of this Court & continued to this Term & now
now at this Term the Plea appears & the Deft the three Times called to come into

Eastman
Moorston
May 102 1796

Court makes Default of appearance here wherefore it is considered by the Court that said Defendant do recover against P. Duff Sixteen Dollars & fifteen Cents Damages & Cost of Suit taxed at Dollars 9.86 & thereof
Executed Sept 17 1796

Dick
Prue
May 104 1796

Margaret Dick of Pelham in the County of Hampshire Plaintiff
Prue of the same Pelham yeoman Defendant in a Plea of the Case for that
P. Ephraim abs Pelham on January 15. last past by his note for Value received
promised Margaret to pay her or Order Twenty pounds one Shilling & eleven
pence equal to sixty six Dollars & ninety nine Cents on Demand with Interest
at the said Pelham the aforesaid has never paid the same but neglects it to
the Damage of Margaret ninety five Dollars This Case was entered in Court
at the last Term & continued to this Time And now the Plea appears
at the Dept the three Times called to come into Court make Default of appearance here
wherefore it is considered by the Court that Margaret do recover against P. Ephraim
Sixty nine dollars & sixty seven Cents Damages & Cost of Suit taxed at Dollars 9.34 & thereof
Executed Sept 17 1796

Adams
Duffel
May 105 1796

Asahel Adams of Suffield in the State of Connecticut Gent & Plaintiff
Marsh Duffel of Montague yeoman & Theophilus Ginnwell yeoman of
Gile in 3^d County Deft in a Plea of the Case for that P. Jonathan & Theophilus
abs Montague on January 24 1795 by their note for Value received
promised said Asahel to pay him the Value of Twenty pounds seven
Shillings equal to sixty seven Dollars & eighty four Cents in good
merchantable Bonds by October 1st then next with Interest after
said first day of October yet P. Jonathan & Theophilus the aforesaid
have neither of them paid the same but refuse to do it to the Damage
of Asahel one hundred & nine dollars This Case was entered in Court
at the last Term & continued to this Time And now the Plea appears & the
the said Deft the three Times called to come into Court make Default of
appearance here wherefore it is considered by the Court that P. Asahel do
recover against the P. Jonathan & Theophilus Seventy one dollar & sixty
seven Cents & Cost of Suit taxed at Dollars 11.98 & thereof
Executed Sept 17 1796

Chapman
Same
May 106 1796

Daniel Chapman of Easthaddam in the County of Middlesex at Late
of Connecticut yeoman P. Jonathan & Theophilus Ginnwell of Montague
of the same both in 3^d County Deft in a Plea
of the Case for that P. Jonathan & Theophilus abs Montague on January 27
1795 by their note for Value received promised Daniel to pay him
the Value of four pounds eight Shillings equal Fourteen dollars & sixty
seven Cents in good merchantable Bonds on October 1st then next
with Interest after pay day yet P. Jonathan & Theophilus the aforesaid
have neither of them paid the same but neglect it to the Damage of said
Daniel Thirty five dollars This Case was entered in Court at the
last Term through & continued to this Time And now the Plea appears
at the Dept the three Times called to come into Court make Default of
appearance here wherefore it is considered by the Court that the
said Daniel do recover against the P. Jonathan & Theophilus P. P.
ten dollars & fifty three Cents Damages & Cost of Suit taxed at
Dollars 13.30 & thereof
Executed Sept 17 1796

Clarion Shaw of Northampton in the County of Hampshire Tinner P^{ff}
vs. Samuel Arms Trader & John M^cCall yeoman both of Dorchester
in s^d County Defts in a Plea of the Case for that s^d Samuel & John
w^{rs} Northampton on May 1st 1795 by their Note for Value recd
promised s^d Clarion to pay him on Order forty five pounds equal
to one hundred & fifty Dollars in new hides at the market price
by November 1st then with with Interest - also for that s^d Samuel
& John at Dorchester spent on June 29. last by their other Note
for Value recd promised s^d Clarion to pay him the Value of fifty
Dollars in hides at the market price over before November 15th
then with with Interest yet s^d Samuel & John the requested have
not in any way performed either their promises & s^d Clarion
refuse to do it to the Damage of s^d Clarion Three hundred dollars
This Action was entered in Court at the last Term & continued to
this Time & now the P^{ff} appears in the s^d Defts the three Times
called to come into Court make s^d default of appearance here
Wherefore it is considered by the Court that the s^d Clarion do recover
against the s^d Samuel & John Two hundred & fifty five dollars
& twenty five Cents Damages & Costs of Suit taxed at \$7.46
& thereof & -
Exp^d Sept^r 17. 1796

Price
in
Arms & al
May 107 1796

Jonathan Saw Porter of Hadley in the County of Hampshire Gent^l Porter P^{ff}
vs. Executor of the last Will & Testament of Giles Branks Kellogg late of
s^d Hadley decd & in s^d County P^{ff} vs. Samuel Abernombie of
Pelham in the same County yeoman Defts in a Plea of the Case
for that s^d Samuel at s^d Hadley on May 13th 1793 by his
Note for Value recd promised s^d Giles then alive to pay him
on Order £25. equal to eighty five Dollars & thirty four Cents
on Demand with Interest yet s^d Samuel the requested never
paid the same to s^d Giles in his Life Time or to s^d Jonathan
since the Decease of s^d Giles but refuses so to do to the Damage
of s^d Jonathan in his s^d Capacity One hundred Dollars This Action
was entered in Court at the last Term & continued to this Time
and now at this Time the P^{ff} appears & the Defts the three Times
called to come into Court make s^d default of appearance here
Wherefore it is considered by the Court that s^d Jonathan in his
said Capacity do recover against the s^d Samuel Fifty two
Dollars & twenty four Cents Damages & Costs of Suit taxed at
Dollars 7.00 & thereof & -
Exp^d Sept^r 17. 1796

Abernombie
May 110 1796

Samuel A. as of Dorchester in the County of Hampshire Fred P^{ff}
vs. Stationer Anderson of the same Dorchester as above Defts in a
Plea of the Case for that s^d Anderson a h^d Dorchester on March 7th
last by his Note of hand for Value recd promised s^d Samuel to pay
him on his Order Ten pounds or pounds six shillings equal to forty
one Dollars on Demand with Interest also for that s^d Anderson
on the same Day by his other Note for Value recd promised
s^d Samuel to pay him eighteen pounds 4. s^d equal to sixty Dollars
& 73 Cents on Demand with Interest yet s^d Anderson the
requested has never paid either said sums but neglected it to
the Damage of said Samuel one hundred & fifty Dollars
This Action was entered in Court at the last Term & continued
to this Time & now the P^{ff} appears & the Defts the three Times
called to come into Court make s^d default of appearance here

Anderson
May 111 1796

Smith & Co
Book
May 119 1796

Wherefore it is considered by the Court that the S^r Samuel do recover
against said John Smith Eighty Six Dollars & forty Cents Damages
& Costs of Suit taxed at \$1.18 & thereof by writ Sept. 17 1796
to which Smith & Windsor both of Haddam in the County of Hampshire
Traders. P^r in Samuel Cook of Haddam in the County of Hampshire
in a Plea of the Case for that S^r Samuel & S^r Windsor on October 4th 1795
last by his Note for Value recd in full of the sum of \$200
to pay them on Order of the Court of the County of Hampshire equal
to Sixty five Dollars & eighty five Cents on Demand with Interest
and Samuel the requested has never paid the same but refuses so to
do to the Damage of said Child & Windsor ninety nine Dollars
This Cause was entered in Court at the last Term thereof & continued
to this Time & now at this Time the P^r & the D^r appear in Court
& the D^r the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that S^r Child &
Windsor do recover against S^r Samuel & S^r Windsor Eighty six Dollars and
thirty three Cents Damages & Costs of Suit taxed at \$1.18 & thereof
by writ Sept. 17 1796

Packard
Thompson
May 114 1796

Thomas Packard Jun^r of Haddam in the County of Hampshire
P^r in John Thompson of Haddam in the County of Hampshire
in a Plea of the Case for that P^r on September 23rd 1793
by his Note for Value recd & promised S^r Thomas to pay him seven
pounds seven shillings & six pence equal to Twenty four Dollars
& fifty nine Cents on Demand with Interest & P^r the
often requested has never paid the same but refuses so to do
to the Damage of S^r Thomas thirty Dollars - This Cause was entered in
Court at the last Term & continued to this Time & now the
P^r appears & the D^r the three Times called to come into Court
makes Default of Appearance in Court & Wherefore it is con-
sidered by the Court that S^r Thomas do recover against the D^r
Twenty two Dollars & twenty seven Cents Damages & Costs of
Suit taxed at \$1.18 & thereof by writ Sept. 17 1796

Arms
Book
May 115 1796

Samuel Arms of Haddam in the County of Hampshire
P^r in the Case of the Court for that P^r on October 4th 1795
last by his Note for Value recd & promised S^r Samuel to pay
him on his Order Two pounds twelve shillings equal to Eighteen
Dollars & sixty seven Cents on Demand with Interest & P^r
and has the requested has never paid the same but refuses so
to do to the Damage of S^r Samuel twenty five Dollars This Cause
was entered in Court at the last Term of the Court & continued
to this Time & now the P^r & the D^r appear in Court
& the D^r the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that the S^r Samuel
do recover against the D^r Eighteen Dollars & sixty two
Cents Damages & Costs of Suit taxed at \$1.18 & thereof by
writ Sept. 17 1796

Arms
Book
May 116 1796

Samuel Arms of Haddam in the County of Hampshire
P^r in the Case of the Court for that P^r on October 4th 1795
last by his Note for Value recd & promised S^r Samuel to pay
him on his Order Two pounds twelve shillings equal to Eighteen
Dollars & sixty seven Cents on Demand with Interest & P^r
and has the requested has never paid the same but refuses so
to do to the Damage of S^r Samuel twenty five Dollars This Cause
was entered in Court at the last Term of the Court & continued
to this Time & now the P^r & the D^r appear in Court
& the D^r the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that the S^r Samuel
do recover against the D^r Eighteen Dollars & sixty two
Cents Damages & Costs of Suit taxed at \$1.18 & thereof by
writ Sept. 17 1796

order in Court at the last Term & continued to this Time and now at this Time the Defendant appears & the Plaintiff the three Times called to come into Court makes default of appearance. And wherefore it is considered by the Court that the Plaintiff do recover against the said Defendant Thirty two dollars & seventy seven Cents Damages & Costs of such taxed at Dollars 9. 25 & therefore by the Court 17. 1796

Frank

Valerio Smith of Swallow in the County of Cheshire & State of New Hampshire Plaintiff vs. Samuel Thompson of Charlemonk in the County of Hampshire Husbandman Defendant in a Plea of May 122 1796
Defendant for that the Plaintiff at Charlemonk on a Northampton Spring by Consideration of the Justice of the Superior Court of Hampshire holden at Charlemonk aforesaid on the last Tuesday of January 1796 recovered Judgment against the Defendant for Twenty one Dollars & fifty four Cents Damage & seven dollars & seven Cents Costs of such which Judgment is still in force not satisfied or reversed whereon the Defendant hath accrued to said Plaintiff to demand & have of the Plaintiff the same sum with seventeen Cents more for one third of the said sum suggested & that said Thompson the requested Plaintiff & Defendant has not paid but returns it to the Damage of Plaintiff fifty Dollars. This action was entered in Court at the last Term & continued to this Time and now the Plaintiff appears & the Defendant the three Times called to come into Court makes default of appearance. And wherefore it is considered by the Court that the Plaintiff do recover against the said Defendant Forty six Dollars & forty four Cents Debt & Costs of such taxed at Dollars 11. 25. & therefore by the Court

Thompson

Eliza Hawley Pomeroy of Barnardston in the County of Hampshire Plaintiff vs. Samuel Lapoint of the same Defendant in a Plea of May 123 1796
in the State of Massachusetts recovered Judgment in a Plea of May 123 1796 is at large set forth in the Declaration on File & this case was commenced at the last Term & continued to this Time and now at this Time neither Party appearing in Court this case is dismissed

Pomeroy
Lapoint

Oliver Chapin & Oliver Esqrs both of Brange in the County of Hampshire Traders Plaintiffs vs. Ephraim Allen of Rutland in the County of Vermont Defendant in a Plea of May 124 1796
at large set forth in the Declaration on File & this action was entered in Court at the last Term when the Plaintiff appeared & the Defendant also appeared & tendered in Court fourteen Dollars in full of the Damages demanded eight Dollars & fourteen Cents in full of the Costs to that Time & afterwards this case was continued to this Time and now at this Time the said Parties appear in Court & the Defendant by Edward Esq. who has accepted the money tendered as a pound on full satisfaction and this case is accordingly dismissed

Chapin & Esqrs
Allen

Cornwell Bullock of Brange in the County of Hampshire Labourer Plaintiff vs. Benjamin Field of Greenfield in the same County Husbandman Defendant in a Plea of May 127 1796
on November 1st 1794 at Greenfield a bond was agreed by & between Benjamin & Cornwell to make a Burn eighty four thousand of Brick near the dwelling House of him the said Benjamin & he the said Benjamin on his part agreed & engaged to make all the Modular parts for striking the Brick & lay it by the Tubb to have the

Bullock
Field

convenient to the Land of s^r Cromwell & Land took up for striking
 Bricks & to find what Boards should be wanted about said yard
 & to hedge all the Bricks in the yard & to find wood & draw it up
 for burning said Bricks & to be at one half cost of setting the
 kilns & kilns & to find eight weeks Board for one man & man that
 proportion for a long & greater number of Bricks & s^r Cromwell
 on his part agreed & engaged to strike & carry off s^r Bricks & to take
 & secure said Bricks & to beat one half the cost of setting the kilns
 & kilns & to burn the whole of s^r Bricks & it was further agreed
 between s^r Benjamin & Cromwell to begin the making of s^r Bricks
 by the first Monday in June then next & to have equally in s^r Bricks
 land the s^r Benjamin in then & there in consideration that the s^r Benjamin
 self approved & procured the s^r Benjamin well & partly fully to perform
 & fulfill the agreement aforesaid on his part to be performed & fulfilled
 on himself approved & procured the s^r Benjamin to perform & fulfill the
 agreement aforesaid on his part to be performed & fulfilled
 And the s^r Benjamin that he was then was the s^r Benjamin House aforesaid
 on the first Monday in June aforesaid ready to perform & fulfill
 the agreement aforesaid on his part & then continued night & day
 with workmen & worked & laboured in preparing the yard & struck
 off thirty thousand of Bricks without to bid but the loss of said
 Benjamin which the s^r Benjamin has utterly lost & And the s^r Benjamin that
 Benjamin did not make the Master for s^r Bricks want, said
 for s^r Bricks nor did he prepare & yard convenient for s^r Cromwell
 well nor did he provide Land nor find Boards nor wood or in any
 part perform & fulfill the agreement aforesaid on his part

Also for that whereas the said Benjamin then afterwards on the 3^d day
 of August last in consideration that the s^r Benjamin had expended some
 at the s^r Benjamin of the s^r Benjamin has worked & laboured
 for him sixty days including the time of the labour of s^r Bricks
 who worked for the s^r Benjamin promised the s^r Benjamin to pay him so much
 money therefor as he reasonably deserved to have for the same
 on Demand And the s^r Benjamin he deserved to have for the same
 the sum of seventy dollars which s^r Benjamin had due to him
 of s^r Benjamin the often requested never performed & fulfilled
 on his part of the agreement aforesaid on his part to be performed
 or paid & s^r Benjamin has made it to the Damage of s^r Cromwell
 five hundred dollars, This sum was entered in Court at the last
 Term & continued to the Term and now at this Time the
 s^r Benjamin appears & the s^r Benjamin Thomas called to come into Court
 another Request of s^r Benjamin here where he is a witness
 that s^r Cromwell do recover against s^r Benjamin

Cost of s^r Bricks tapped at Dollars & then of s^r

Dever
 M^r Intore
 May 12 9 1799

John Dever of Westfield in the County of Hampshire Plaintiff
 M^r Intore of Westfield in the same County Defendant & Deft in a
 of the Case for that s^r William at s^r Westfield on February 22^d 1792 by
 his note for Value rec^d promised the s^r Deft to pay him or Order Five pounds
 Seven Shillings equal to Seven Dollars & seven pence in Coins at the
 market price within one year with Interest & And also for that the s^r
 William at s^r Westfield on September 20th 1793 being indebted to the s^r
 in the sum of thirty nine Shillings & six pence equal to five dollars &
 eighty five cents paid to him & s^r Dever done & paid to be by s^r Deft
 for said William at his Request in consideration thereof s^r William then

and there promised he would pay so much money therefor as he was
decently deserved to have when he should be there arrested with Perkins
& the Deft says he deserved to have therefor 35/ of all which I Williams
then & there had notice. Yet Williams the requested has not performed
either his promises but neglects it to the Damage of P. John
thirty five Dollars. This Case was entered in Court at the last
Term thereof & continued to this Time - and now the Deft appears
and the Deft the three Times called to come into Court makes
Default of Appearance here. Wherefore it is considered by the
Court that P. John do recover against the said Williams Twenty
Dollars & two Cents Damages & Costs of Suit taxed at Doll. 10. 00 &
thereof do

by 4th of Sept. 16 1796

John James DeLuxe, John Henry de. Moorsmollen John Fredericks
de Moorsmollen Jonas Bartholomew Antione Fornachan & Charles
Duplaque all of Philadelphia in the State of Pennsylvania March
1795 v. Timothy Henry Freeman & Stephen Whitway Freeman
both of Berks in the County of Hampshire Deft. in a Plea
for that the Deft before the Court at May Term AD 1795 on the
Consideration of said Court recovered Judgment against P. John
Twenty five pounds nineteen shillings & nine pence Damages &
one pound seven shillings & nine pence Cost of Suit as appears
of Record & Judgment was thereupon given & Exec. granted thereon
dated June 2^d & returnable into the P. Court on the first Tues
day of September then next which same Writ was committed
to Peter Elph then Leorwen & Deputy Sheriff under Seal of Po
ter Esq. Sheriff of the same County to be executed & returned
according to Law & afterwards on the first day of September P.
John returned the same Writ with the following Indorsement
thereon viz. Hampshire Sep 3rd 1795 I return this Exec. unsatis
fied not being able to find the Body or any Estate of the P. John
South to satisfy this Exec. in any part thereof in any premises
called Peter Elph Deft Sheriff. - And the Deft aver that P. John
hath avoided & that the same Judgment yet remains in full Force
not satisfied reversed or annulled - And whereas he is for ever
the said P. John was taken by the original Writ on which P. Judgment
was given viz on January 15th 1795 the P. Timothy & Stephen by
John Bone to the Sheriff under their hand & Seal duly executed
then & there became & were Paid & Satisfied not only for P. John's
Appearance at the Court & answering to his Deft, but also for P.
John's abiding the final Judgment thereon & not avoiding - And
that the said P. John did not appear at the Court nor did he an
swer to the Plea of the Deft, nor any way obeyed or performed the
Judgment aforesaid, but hath avoided & a Return of non est.
in return hath been duly made on the Exec. aforesaid & the same
remains wholly unsatisfied &c. &c.

Moorsmollen de
Freary & al
May 130 1796

This Case was entered at the last Term & continued to this Time and
now at this Time neither Party appearing in Court the Case is deemed

Joseph Halladay of Ruffel in the County of Hampshire Deft. v. Samuel
Therkland Gent. & David Scott of the same County Deft. in a Plea
of the Case for that P. Deft a P. 50 shillings on January 18 1795
by their Note for Value received promised the Deft to pay herein Twenty two
pounds equal to Twenty two shillings & thirty three pence by May 1st
then next with Interest - Yet P. Daniel & David the requested have
never paid the same but neglect it to the Damage of said Deft
Eighty Dollars - This Case was entered in Court at the last Term & con
tinued to this Time - and now the Deft appears - the Deft the three

Halladay
Therkland & al
May 130 1796

Times publicly called to come into Court make Default of appearance here
wherefore it is considered by the Court that the S^r Forest do recover
against the S^r Daniel & David Thirty two Dollars & fifteen cents Dam-
ages & Costs of Suit taxed at Dollars 7⁰⁰ 20 & three of the

Doodlette
Shirkland
May 192 1796

Titus Doodlette of Shirkland in the County of Hampshire yeoman Plaintiff vs.
Daniel Shirkland of Norwich in S^c County Gent^l Defendant in a Plea of
Covenant broken whereon the S^r Titus says that at Norwich aforesaid
on the eighth day of May Androm 1793 the S^r Daniel made sealed
& delivered his Deed poll by which Deed it is expressed that S^r Daniel
for & in Consideration of the Sum of thirteen pounds equal to forty
three Dollars & thirty three Cents in hand paid by S^r Titus did truly
& absolutely give grant bargain sell alien release convey & confirm
to him & to his heirs & assigns a certain Tract or parcell of Land
lying in S^c Norwich containing twenty three Acres being part of Lot
Number four in the Second Division beginning at a Station of Stones
on Norwich & Chester Line being the Southwest Corner of the Land sold
by John Griswold to Lt Willard Thence running South one Line
thirty two rods & two thirds to a Stake at Stone Thence East one degree &
forty minutes South one hundred & eighteen rods to the East line of
S^c Lot Thence North on the East line of S^c Lot to the North East Corner of
Land sold by S^r Griswold Thence westerly one Land sold by
S^r Griswold to the first mentioned Station to have & to hold the above
described Tract of Land together with all & singular the Appurtenances
thereto to the S^r Titus & to his heirs to their own proper use & benefit
behold forever & And S^r Daniel then & there by the same Deed did covenant
& engage to & with the said Titus his heirs & assigns that he & his heirs & assigns
the Execution of the same by the said Daniel was lawfully seized of
the said bargained premises & that he had good right to sell & convey
the same & that the same was free from all Incumbrances whatsoever
& S^r Titus further avers & declares that at the Time of the Execution of
the Deed aforesaid or any other Time whatever before or since he the
said Daniel was nor seized of the Tract of Land above described
& that he had no right power or Authority whatsoever to sell or con-
vey the same & that the same were passed by Virtue of the Deed
aforesaid & that he the S^r Titus could never legally enter upon or obtain
or enjoy the same by Virtue of the Deed aforesaid by reason that the S^r
Daniel was not before nor at the Time of making the S^r Deed seized
of the same nor had any power to convey the same to the Plaintiff
& so the said Daniel hath broken his Covenant & not kept the same
to the Plaintiff of S^c Titus one hundred Dollars & the Action was entered at 18th
last Term when the Plaintiff appeared & the Defendant also came into Court & prayed
Reyer of the Deed aforesaid & it was produced to him & after which the Cause
was continued to this Term & now the Plaintiff appears by Joseph
Lecanor Esq^r his Att^y & the Defendant by Lewis Hensley Esq^r his Att^y comes &
depends at a morning Liberty to plead anew at the Supreme Court says
he hath not broken his Covenant as within alleged against him but
hath kept the same & and the said Titus consenting to the Plaintiff
says the Plea aforesaid is insufficient in law to bar the S^r Titus from
maintaining his S^c Action & therefore prays Judgment & And the S^r Daniel
says the Plea aforesaid is sufficient & all which being seen & under-
stood by the Court it appears to the Court that the Plea aforesaid of the S^r
Daniel is a full & sufficient answer to the Plaintiff's Declaration & that S^r Titus
by his Plea aforesaid ought to receive Nothing Therefore it is considered
by the Court that S^r Titus by his Plea aforesaid do receive Nothing but that
his her groundless Claim be & is forever barred & is in publick record
and that S^r Daniel do receive against S^c Titus his full & just & due
wages of S^c Titus by his Att^y aforesaid & that from the said Judgment of the
Court & the S^c Supreme Court to be holden at Northampton & passed
on the fourth Tuesday of September last past & he renounces with Consent
for S^c Titus prosecuting said Appeal with Appraisers

Eliah Hubbard of Middletown in the State of Connecticut March 1st 1794
Pleas of the Case for that s^d Hubbard on June 26. 1794 by his Note
for Value recd promised the Plea to pay him fifty four pounds one
shilling & one penny equal to one hundred & eighty Dollars & eighteen
cents on Demand with Interest & after said Plea the request hath
never paid the same but neglected it to the Damage of s^d Eliah True
Indorsed Dollars ~ This Case was entered in Court at the last Term
& continued to this Time ~ and now at this Time the Plea appears
& the Def^t the three Times called to come into Court marks Default
of appearance here wherefore it is considered by the Court that
said Eliah do recover against the said Plea Two hundred &
three Dollars & eighty nine cents Damages & Costs of Suit taxed
at Dollars 9.50 & thereof do

Hubbard
Moore
May 13th 1796

John Newman of Wadsworth in the County of Berkshire yeoman
vs Matthew Tower of Greeningbor in the County of Hampshire yeoman
Def^t in a Plea &c as is set forth in the Declaration on File &c
This Case was called at the last Term & continued to this Time &
now at this Time neither Party appearing in Court this Case is
dismissed

Newman
Tower
May 13th 1796

John Stone of Chesterfield in the County of Hampshire Lumber
dealer Plea vs Israel Puck of Dalton in the County of Berkshire
yeoman Def^t in a Plea of the Case for that s^d Israel at North
ampton aforesaid on October 20th 1793 by his Note for Value
recd promised the Plea to pay him twenty one pounds L^{ts}
equal to twenty Dollars part to be paid in two thousand feet
of good white pine clear ceiling Board one inch thick at fifty
shillings per thousand & the remainder in money by March
1st then next with Interest & after s^d Israel the request has not
performed his s^d promise but refused to do it to the Damage
of s^d John one hundred Dollars ~ This Case was entered in Court
at the last Term & continued to this Time ~ and now the
Plea appears & the Def^t the three Times called to come into Court
marks Default of appearance here wherefore it is considered
by the Court that said John do recover against s^d Israel Forty
Dollars & sixty cents Damages & Costs of Suit taxed at Dollars
9.40 & thereof do

Stone
Puck
May 13th 1796

James Whiting of Hartford in the State of Connecticut Gent^l
Plea vs Adrain Felch of Worthington in the County of Hamp
shire yeoman Def^t in a Plea of the Case for that s^d Adrain
on February 3rd 1795 by his Note for Value recd promised
the Plea to pay him £15^l 11^s 8^d equal to fifty Dollars & twenty
eight cents on Demand with Interest & also for that said
Adrain on the fourth day of May last by his other Note for
Value recd promised the Plea to pay him fifty one Dollars
& fifteen cents on Demand with Interest & after s^d Adrain
the request has never performed either his s^d promises but
neglects it to the Damage of said James two hundred dollars
This action was entered at the last Term of this Court & contin
ued to this Time ~ and now the Plea appears & the Def^t
the three Times called to come into Court marks Default
of appearance here ~ wherefore it is considered by the
Court that s^d James do recover against the said Adrain
One hundred & seven Dollars & twenty seven cents Damages
& Costs of Suit taxed at Dollars 13.83 & thereof do
Executed Sept^r 17. 1796

Whiting
Felch
May 13th 1796

Chaveland
Thing & al
May 139 1796

Newcom Chaveland of Worthington in the County of Hampshire Person & al
v. Apollon Thing Gent^l & Paul Thing yeoman both of Chertseyfield in the s^d
County Defts in a Plea of the Case for that s^d Apollon & Paul on November
13th last by their Note for Value recd promised the Plff to pay him
Thirty five pounds thirteen shillings & six pence equal to one hundred
and eight hundred Dollars & ninety one Cents by April 1st then next with
Interest Yet said Apollon & Paul the requested have never performed
their said promise but refuse to do so to the Damage of s^d Newcom
two hundred dollars This Action was entered in Court at the last
Term & continued to this Time and now at this Time the Plff
appears & the said Apollon & Paul the three Times called to come
into Court make Default of Appearance here Wherefore it is
considered by the Court that the said Newcom do recover against
the said Apollon & Paul One hundred & seven dollars & twenty two
Cents Damages & Costs of Suit taxed at Dol^r 10. 3 & through
Exce^rpt^r Sept^r 19 1796

Robinson
as
Wales
May 140 1796

Lebulon Robinson Jun^r of Chertseyfield in the County of Hampshire
yeoman Plff v. William Wales of William's burgh in s^d County yeo.
Deft in a Plea & as is set forth in the Declaration on File &c.
This Action was entered in Court at the last Term & continued to
this Time & now at this Time neither Party appearing in Court
this Case is dismissed

Parish
as
Thompson & al
May 143 1796

Oliver Parish of Worthington in the County of Hampshire Gent^l & Plff v.
Stephens & Daniel of Williamsburgh in s^d County Carver & Daniel Sidden
of Worthington who said Person Defts in a Plea of the Case for that said
Stephens & Daniel on November 3^d 1793 by their Note for Value recd
promised the Plff to pay him Twenty pounds equal to 80 Dollars & 67 Cents
by December 1st 1793 with Interest Yet the Defts the requested have never
paid the same but neglect it to the Damage of s^d Oliver one hundred &
eighty Dollars This Action was entered in Court at the last Term & continued
to this Time and now the Plff appears & the Defts the three Times called
to come into Court make Default of Appearance here Wherefore it is con-
sidered by the Court that the said Oliver do recover against the said
Stephens & Daniel Seventy four dollars Damages & Costs of Suit taxed
at Dol^r 11. 4 2 & through &c
Exce^rpt^r Sept^r 19 1796

Pell & al
as
Moore
May 148 1796

Samuel Pell Samuel Moore Joel Seward Fenner Haydon & Nathan Wright
all of Chertsey in the County of Hampshire Plffs v. Robert Moore of the same
County Gent^l Deft in a Plea of the Case for that s^d Robert at Chertsey for
on January 1st 1793 by his Note for Value recd promised the Plffs to
pay them £75. 3. 6 equal to Dollars 25. 06 one third in Cash the Rem-
ainder in twelve equal Cash price in three years Yet s^d Robert the re-
quested has not paid the same but neglect it to the Damage of s^d Plffs
thirty Dollars This Action was entered in Court at the last Term though
& continued to this Time and now the Plffs appear & the s^d Robert
the three Times called to come into Court make Default of Appearance
here Wherefore it is considered by the Court that the s^d Plffs do re-
cover against s^d Robert Thirty one Dollars & twenty one Cents Damages
& Costs of Suit taxed at Dollars 12. 28 & through &c

Exce^rpt^r Sept^r 19 1796

Dewey
not
morley
May 14 6 1796

Matthew &
Drake

Quine

Letter from Genl^l Benson Kendall ascom^l both of Suffield in a consoidal letter
the State of Connecticut & Genl^l on the State of N^l York ascom^l both of
said Suffield deid a Brother George Genl^l a Brother George Wales
Wife to S^r Draper both of Suffield as she is one of the sons May 15 1796
on S^r Draper's Wife as James Wales of Norwich in the County of
Hampshire Genl^l Deft in a Plea of the Wage for that the said
James on May 19 1794 by his wife but also in a promise
said Nathaniel then in full life to me with a receipt
from 4 thirteen shillings & six pence equal to sixteen shillings & six pence

2
10 right
24
Jameswell

Joshua A right of Chester in the County of Hampshire Viner. App^r Samuel
 Cammell of the same County Mason Deft in a Plea of the Case for
 Debt & Damns ab^t Chester on December 30th ask by his Note for a due
 and promised the Deft to pay him or Order Eighteen Dollars a then by
 that Deft a live mule by mule 30th then with a horse yet the
 other requeste said Samuel hath not performed his promise
 but neglects so to do to the Damage of s^d Joshua Twenty Dollars
 This Case was enterd in Court at the last Term thereof & continued
 to this Time And now at this Time the Plaintiff a the Deft the
 three Times called to come into Court to make Default of Appearance
 here Wherefore it is considered by the Court that the s^d Joshua
 do recover agains the said Samuel nineteen Dollars a eleven Cents
 Damages & Costs of such taxed at Dollars 10.00 & there of de-
 Ducon if Dec^r 22^d 1736

Discouff. Sept^r 22^d 1736

May 159 1296

William Mulholland of Esler with Cornish Sp. Am. & Phil. Physician
 Esler v. Isaac Hemmings as Striker of Mobile Kelly in the same County
 Geo. W. Debb in a Plea of the Case for that I have on April 20th 1795
 by his Note for Value rec^d & received v^o William & Jacobson as his
 Order Seven hundred and four Shillings equal to pretty seven Dollars
 then & there Lent & three miles by February 17th then next with the
 credit till paid for the often requested P. Isaac hath not performed
 his promise but neglects so to do to the Damage of William
 Seventy Dollars This Action was entered in Court at the last Term
 & continued to this Time ~ Now at this Time the Plaintiff appears
 with the three Prisons called to come into Court makes Defendant's
 appearance here & then it is considered by the Court that the
 William do recover against the said Isaac Sixty two Dollars & the
 Costs Damages & Costs of Suit taxed at Dollars 10 28 & then of de
 Ex. v. Sept. 22nd 1796

Exhib Sept. 22 1706

May 1892

[illegible]

Seth Wright of Northampton in the County of Hampshire & Seth Phelps of Chester both in said County march^{ts} P^lff^r vs Thorewell Benjamin of Chester ap^{de}es^r.
Yoman Debt in a Plea of the Case for that s^d Thorewell at s^d Chester on
March 22^d last by his Note for Value rec^d promised the P^lffs to pay
them or Order Banknote due & twenty two Dollars & twenty five Cents for
Demand with Interest. Yet the often requested said Thorewell hath
not performed his said promise but neglects so to do to the Damage of
said Wright & Phelps two hundred Dollars. This Case was entered
in Court at the last Term thereof & continued to this Term.
And now at this Time the P^lffs appear & the Def^t the three Times
called to come into Court makes Default of Appearance in Court
Wherefore it is considered by the Court that s^d Seth & Seth do recover
against the said Thorewell

Wright & al
vs
Benjamin
May 15th 1796

& Costs of Suit taxed at Doll^r 8⁰⁰

Richard Tully Richard Tully Jun^r & Frederick Tully of Montgomery
& Daniel Tully of Chester all in the County of Hampshire Fred^rick P^lff^r vs
Isaac Smith of the same Chester Yoman or Cooper (Deft^r in a Plea
of the Case for that s^d Isaac on March 4th 1795 by his Note for
Value rec^d promised one Lavan Sarskib to pay him or Order six
Months then ten shillings equal to twenty two Dollars & seven then
Cents in twelve months from the Date with Interest & the said
Lavan afterwards on March 1st last by his Indorment on the
same Note ordered the Contents thereof to be paid to the P^lff of
which the said Isaac at the same Time had Notice & in Considera
tion thereof promised the P^lffs to pay them the same Contents.
Yet the often requested s^d Isaac hath not performed his said pro
mise but neglects so to do to the Damage of said P^lffs forty
Dollars. This Case was entered in Court at the last Term thereof
& continued to this Time. And now the P^lffs appear & the Def^t
the three Times called to come into Court makes Default of Appear
ance here. Wherefore it is considered by the Court that the
said P^lffs do recover against the s^d Isaac Twenty four Dollars
& seven then Cents Damages & Costs of Suit taxed at Doll^r 11⁰⁰ 23⁰⁰
thereof &c

Tully & al
vs
Smith
May 15th 1796

Exec^{on} of Sept^r 21. 1796

Isaac Warren of Palmer in the County of Hampshire Emb^lder P^lff^r vs
Joseph Bellows of Western in the County of Worcester Yoman Debt in a
Plea de as is set forth in the Declaration on File &c. This Case was
entered in Court at the last Term & continued to this Term & now
neither party appearing in Court this Case is dismissed

Warren
vs
Bellows
May 15th 1796

Joseph Arms of Brimfield in the County of Hampshire Blacksmith
P^lff^r vs Daniel Eddy of Monson Yoman & David Williams of
s^d Monson Yoman both in s^d County Deft^r in a Plea as is set
large set forth in the Declaration on File &c. This Action was
entered in Court at the last Term & continued to this Term &
now at this Time neither party appearing in Court this Case
is dismissed

Arms
vs
Eddy & al
May 15th 1796

John Phelps of Stafford in the State of Connecticut & Jun^r Phelps of
New Haven in s^d State march^{ts} & Daniel Phelps of Lebanon in the
State of New Hampshire march^{ts} P^lff^r vs Elizabeth Hodges of South
Brimfield in the County of Hampshire Yoman Debt in a Plea
of the Case for that s^d Hodges on January 1st 1794 by his Note
for Value rec^d promised the P^lffs to pay them by October 1st then
next Seven pounds ten shillings & four pence equal to Twenty
three Dollars & six Cents with Interest. Yet the often requested
said Hodges has never paid said sum but neglects it to the
Damage of s^d P^lffs forty Dollars. This Action was entered in Court
at the last Term & continued to this Term. And now the P^lffs appear

Phelps & al
vs
Hodges
May 15th 1796

and the said Baphahb the three Times called to come into Court makes
Default of appearance here Wherefore it is considered by the Court that
said John Timothy & Daniel do recover against the said Baphahb
Twenty nine Dollars & six cents Damages & Costs of Suit taxed at
Dollars 12.1 & thereof do
Ex. of Nov. 8 1796

Thompson
vs
Dean
May 179 1796

Henry Thompson Junr of Palmer in the County of Hampshire Plaintiff
vs
John Dean of Wau in the same County Defendant
as is at large set forth in the Declaration on File do This Action was en-
tered at the last Term of this Court & continued to this Time & And now
neither party appearing in Court this Case is dismissed

Watson
vs
Lathrop
May 175 1796

James Watson Junr of New York in the State of New York Plaintiff
vs
John Lathrop of Dalton in the County of Berkshire Defendant
as is at large set forth in the Declaration on File do By his note for Value
received promised one Aaron Pursell to pay him or Order Eighteen Dollars
in three months & And afterwards on the same day & Lathrop by his Indors
ment on y^e same note ordered the Contin^t thereof to be paid to J^r Watson of
which J^r Lathrop instantly had notice & in consideration thereof promised
J^r Watson to pay him the same accordingly Yet J^r Lathrop has neglected
has not paid J^r Watson but neglects it to the Damage of J^r Watson thirty
dollars This Case was entered in Court at the last Term when the
Defendant the three Times called made Default of appearance in Court &
the Case was continued for Judgment to this Time & And now at
this Time the Plaintiff appears & prays Judgment & And it is considered
by the Court that J^r Watson do recover against J^r Lathrop nineteen
Dollars & sixty six cents Damages & Costs of Suit taxed at D^{ts} 13.48
& thereof do
Ex. of Sept. 20 1796

Wiley
vs
Starkweather
May 179 1796

Samuel Wiley of Dalton in the County of Berkshire Plaintiff
vs
Cyrus Starkweather of Southwick in the County of Hampshire Defendant
as is at large set forth in the Declaration on File do By his note for Value
received promised J^r Samuel to pay him thirty one
dollars & sixty seven cents with Interest at six per cent per annum
Yet said Cyrus the requested has never paid the same but neglects it to the
Damage of J^r Samuel Forty Dollars This Action was entered in Court
at the last Term & continued to this Time & And now at this Time
the Plaintiff appears & the Defendant the three Times called to come into Court
makes Default of appearance here Wherefore it is considered by the
Court that said Samuel do recover against the said Cyrus Thirty two
Dollars & ninety six cents Damages & Costs of Suit taxed at D^{ts} 13.14
& thereof do
Ex. of Oct. 7 1796

Parsons
vs
Nash
May 181 1796

John Parsons of New York in the State of New York Plaintiff
vs
Elisha Nash of Dalton in the County of Berkshire Defendant
as is at large set forth in the Declaration on File do By his note for Value
received promised J^r Parsons to pay him or Order Twenty one Dollars & 96 cents
Damages & 9 Dollars & 71 cents Costs which J^r Parsons is now in the Judgment
of the Court ordered & Executed accordingly granted Yet the same is returned
into said Court by Elisha Parsons Deputy Sheriff, that he had made search
& could not find within his precincts the Body or Estate of the said Benjamin
so that J^r Parsons remains wholly unsatisfied & J^r Parsons avers that J^r Benjamin
has absconded & could not be found & that J^r Parsons remains in
this State in which J^r Parsons hath supplicated J^r Court to provide him a
Remedy in that behalf for Now to the end that Justice be done it is
mandated you that you make known unto Elisha Nash of Dalton in

79
The County of Hampshire yeoman who was Bail & Surety for Benjamin
upon the original Process wherein Judgment was rendered not only for
his appearance at Court but also for his abiding & Judgment & not
providing that he be before Court at the Term, to show Cause if
any he has wherefore Joseph ought not to have his Exon against
him & Eliza for his Damages & Costs aforesaid &
This action was entered in Court at the last Term & continued to this
Term and now the Defendants & the Deft the three Times called
to come into Court under Default of Appearance here wherefore it
is considered that Joseph do recover against Eliza Eighty six
Dollars & seventy four Cents Debt & Costs of Suit taxed at Dollars
10.86 & thereof &c
Exon Sept 20 1796

William Silliman & Samuel Huntington both of East Haddam Silliman & al
in the State of Connecticut Merch & Puff v Lebulon Chapin of
Wethersham in the County of Hampshire yeoman Deft in a
Plea of the Case for that Lebulon with son Lebulon Chapin Jun^r May 182 1796
then alive but since died on April 1st 1795 by their note for Value
and promised the Puff to pay them Fifty six pounds ten pence
equal to One hundred & eighty six Dollars & forty eight Cents or
Demand with Interest upon Lebulon & Lebulon Jun^r the requested
have never paid the same but Lebulon neglects it to the Da
mage of Puff Two hundred & fifty Dollars This action was
entered in Court at May Term last & continued to this Term & now
the Puff appears & the Lebulons the three Times called to come into
Court under Default of Appearance here wherefore it is consid
ered by the Court that the Puff William & Samuel do recover against
the said Lebulon Two hundred & three Dollars & two Cents Damages
& Costs of Suit taxed at Dollars 13.32 & thereof. Exon Sept 20 1796

John Broome of the City County & State of New York Merch & Puff
Lebulon Chapin of Wethersham in the County of Hampshire yeoman
Deft in a Plea of the Case for that Lebulon on April 1st 1795 May 183 1796
together with Lebulon Chapin Jun^r then alive but since died by
their note for Value and promised the Puff to pay him or
Order £54.11.1 currency of New York equal to one hundred
& forty three Dollars & eighty eight Cents or Demand with Interest yet
the said Lebulon & son Lebulon Jun^r in his life time ever
pay the same the requested nor the Lebulon since the Damage
of Lebulon Jun^r can pay the same but neglects it to
the Damage of Puff Two hundred Dollars This action
was entered at the last Term of this Court & continued to
this Term and now at this time the Puff appears &
the Deft the three Times called to come into Court under
Default of Appearance here wherefore it is considered by
the Court that said John do recover against the Lebulon
One hundred & fifty six Dollars & ten Cents Damages & Costs
of Suit taxed at Dollars 13.32 & thereof
Exon Sept 20 1796

John Booth of Hudson in the State of New York Gent^l Puff Booth
v Benjamin Stealey of Chesterfield in the County of Hamp Stealey
Shill Gent^l Deft in a Plea of Trespass on the Case for that May 187 1796
said Benjamin a Northampton, possessed on October 1st with
by his note for value and promised the Puff to pay him
or Bearer (meaning or Order) three hundred & seventy five
Dollars one half to be paid by the first of January then
next the other half to be paid by the first day of the
then next

May 188 1796

Darwin
Masters
May 1891

Sept. 18 1798

Luther Thomas of Montgomery in the County of Hampshire
 Plaintiff vs. George Smith & Lewis Williams both of County
 in the County of Hampshire women Debt in a Plea of a Case for Loomis & al
 that said George Smith on May 11th 1795 by their Note for Value
 and provided I Luther & Thomas to pay their written promise
 Loomis equal to thirty three dollars & forty Cents on May 11th May 192 1796
 then such with Subscribes yet & Lewis Williams on either of them
 the requested have not paid the same but neglected to the Da
 mages of Luther & Thomas fifty Dollars & This Case was
 entered in Court at the last Term thereof & continued to this
 Time And now the Defendant appears & the Debt the three
 Times called to come into Court on the Default of Plaintiff
 here Wherefore it is considered by the Court that the said
 Luther & Thomas do recover against the Defendant
 Damages & Costs of

Suit taxed at Dollars 11 1/4 & the of a

Salmon Thomas of Montgomery in the County of Hampshire Thomas
 Plaintiff vs. Poor Elizabeth & Charles both of County Debt
 in a Plea that they render him Fifty four Dollars & eighty two Cents May 192 1796
 which to him they owe & from him detain & withhold & Loomis
 says that at a Court of Sessions held at Northampton
 in the County of Hampshire on the 11th of November 1794 he was
 ordered Judgment against the Defendant for Loomis & al Damages &
 £1.9.11 Cents to the which sum an equal to 54 Dollars & 82
 Cents which Judgment yet remains in full Force not paid
 satisfied or reversed & altho the Defendant has refused to pay the
 same has long since been returned wholly unsatisfied & Loomis
 Loomis has advised to Salmon to Salmon to have Demand
 the said sum of Dollars 54 1/2 & 82 Cents the Poor Elizabeth &
 Charles the often requested have never paid the same but neg
 lected to the Damages of Salmon fifty Dollars This action
 was entered in Court at the last Term & continued to this Time
 And now at this Time the Defendant appears & the Poor Elizabeth
 & Charles the three Times called to come into Court on the Default
 of Plaintiff here Wherefore it is considered by the Court
 that Salmon do recover against the Poor Elizabeth and
 Charles Twenty one Dollars & seventy five Cents Debt
 & Costs of Suit taxed at Dollars 10 1/4 & the of a
 Given up Sept 19 1796

John House of Hanover in the State of New Hampshire Gent vs. House
 in Guildford Attorney of Northampton in the County of Hampshire
 Husbandman Debt in a Plea as it is set forth in the Declaration
 on file &c. This action was entered at the last Term & continued May 196 1796
 to this Time And now the Defendant appears by his Attorney Gent his
 Att. and the Debt by Samuel Henckley Esq. his Att. comes a move
 that as the Defendant is out of the State he may be obliged to procure a
 new Endorse to the Writ which he failing to do is Nonsumit The
 Debt is allowed his Costs taxed at Dollars

Archibald Black of Plainfield in the County of Hampshire Plaintiff
 vs. James Smith of Plainfield Defendant Debt in a Plea of
 the Case for that James on November 8th 1792 by his note for
 Value and provided I Archibald to pay him from present
 (equal to thirteen Dollars & thirty three Cents) worth of such cattle
 in best price on Demand with Subscribes yet James the
 requested has not performed his said promise but neglected to

Black
 Smith
 May 199 1796

to the Damage of said Archibald Thirty Dollars, This Case was entered in Court at the last Term thereof & continued to this Term - and now the Plaintiff appears & the Defect the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Archibald do recover against the said James Seventeen Dollars & forty one Cents Damages & Costs of which taxed at Dollars 10. 90 & thereof do
Ex^{ra} of Sep^r 19 1796

Barthol
Pattison
May 200 1796.

Benjamin Bartholomew of Stamford in the County of Hampshire yeoman Plaintiff vs. Benjamin Pattison of London in the County of Middlesex Cordwainer Defendant in a Plea of the Case for that s^d Pattison ab s^d Stamford on April 27th last by his note for Value and promised said Barthol to pay him four thousand of good unmounted Shingles & one thousand of good ceiling Boards to be delivered January 1st then next with Interest till paid &c. & s^d Pattison the requested has not performed his said promise but neglects it to the Damage of said Barthol Thirty Dollars This Case was entered in Court at the last Term & continued to this Term - and now the Plaintiff appears & the Defect the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the s^d Benjamin do recover against the said Pattison Fourteen dollars & three Cents Damages & Costs of which taxed at Dollars 11. 50 & thereof do
Ex^{ra} of Sep^r 19 1796

Shroveton
M^r Shaw
May 201 1796

Isaac W Shroveton of Stamford in the County of Hampshire yeoman Plaintiff vs. William M^r Shaw of Thrapston in the same County yeoman Defendant in a Plea of the Case for that s^d Shaw ab s^d Stamford on June 30th last by his note for Value and promised s^d Isaac to pay him twenty two pounds six shillings & eight pence (equal to Seventy four dollars & forty four cents) by December 1st then next with Interest &c. & s^d Shaw the requested hath not performed his promise but neglects it to the Damage of said Isaac two hundred Dollars - This Case was entered in Court at the last Term & continued to this Term - and now the Plaintiff appears & the Defect the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that s^d Isaac do recover against the said s^d Shaw Seventy nine Dollars & seventy five Cents Damages & Costs of which taxed at Dollars 12. 90 & thereof do
Ex^{ra} of Sep^r 19 1796

Shirley
Ashley
May 202 1796

Elizabeth Shirley of Stamford in the County of Hampshire Labourer Plaintiff vs. Robert Ashley of Westfield in the same County & Oliver Defendant in a Plea of the Case for that s^d Ashley on January 1st 1795 by his note for Value and promised s^d Shirley to pay him Twelve pounds (equal to sixty Dollars) with Interest &c. & s^d Ashley the requested has not performed his promise but neglects it to the Damage of s^d Shirley Forty Dollars This action was entered in Court at the last Term & continued to this Term - and now the Plaintiff appears & the Defect the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Shirley do recover against the s^d Ashley Forty four Dollars & ten Cents Damages & Costs of which taxed at Dollars 10. 90 & thereof do
Ex^{ra} of Sep^r 19 1796

Carver
Dutton
May 203 1796

Matthew Carver of Pelham in the County of Hampshire Clerk Plaintiff vs. Benjamin Dutton of Amherst in s^d County yeoman Defendant in a Plea of the Case for that s^d Carver on a Plea in the Declaration on File do - This Case was entered in Court at the last Term & continued to this Term - and now at this Term neither Party appearing in Court the action is dismissed

Lytle
Bridge
May 209 1796

Thomas Lytle of Pelham in the County of Hampshire yeoman Plaintiff vs. Thomas Bridge late of Shutesbury in s^d County yeoman Defendant in a Plea of the Case for that s^d Thomas ab s^d Shutesbury on the third day of December in the year of our Lord Seventeen hundred & ninety four by his note under his hand of that Date for Value and promised said Bridge to pay him the Value of eight pounds, Twenty

six dollars & six by seven cents) in writt Stock at cash price on or before the last day of December AD 1795 with Interest yet s^d Thomas has never paid the same but neglects it to the Damage of said Daniel sixty Dollars — This action was entered at the last Term & continued to this Time — And now the Plff appears & the Deft the three Times called to come into Court makes Default of appearance here wherefore it is considered by the Court that s^d Daniel do recover against s^d Thomas Twenty nine dollars & thirty seven cents Damages & Costs of Suit Taxed at 10^{cts} Do! D. 99 & thereof &c Ex^{on} of Sept. 15 1796.

Alexander Crofut of
Robert Crofut of

Plffs
Contra
Crofut & al
May 212 1796

and
Defts in & sh^d as set forth in the Declaration —
This case was entered at the last Term & continued to this Time
and now neither Party appearing in Court this case
is dismissed

Luther Henry of Shutesbury in the County of Hampshire y^eorn^r Henry
Plff vs. Ezra Leonard of Shutesbury y^eorn^r Deft in a Plea Leonard
of the Case for that said Ezra at Shutesbury on November 8th last
by his Note for Value rec^d promised s^d Luther to pay him Ten
by pounds in lawf^d money (sixty six dollars & sixty six cents)
and demand with Interest yet s^d Henry the requested has
not paid the same but neglects it to the Damage of s^d Luther
Eighty Dollars — This action was entered in Court at
the last Term & continued to this Time — And now the
Plff appears & the Deft the three Times called to come into
Court makes Default of appearance here wherefore it is con-
sidered by the Court that s^d Luther do recover against the said
Ezra Twenty Dollars Damages & Costs of Suit Taxed at Dollars
9. 29 & thereof &c Ex^{on} of Sept. 15. 1796

Impounded
for him
May 215. 1796

Jacob Sampson of Amherst in said County of Hampshire T^rader
& Israel Scott of s^d Amherst Blacksmith Plffs vs. Caleb Corthens
of Levant in s^d County y^eorn^r Deft in a Plea of the Case
for that s^d Caleb at said Amherst on December 20th last by
his Note for Value rec^d promised s^d Jacob & Israel to
pay them nine pounds & ten shillings in lawf^d money
(thirty one Dollars & sixty eight cents) on or before January
1st then next yet s^d Caleb the requested has never paid for
and his said promise but neglects it to the Damage of s^d
Jacob & Israel forty dollars This Case was entered in Court at
the last Term & continued to this Time — And now the
Plff appears & the Deft the three Times called to come into
Court makes Default of appearance here wherefore it is
considered by the Court that s^d Jacob & Israel do recover
against s^d Caleb Twenty eight dollars & eighty seven cents
Damages & Costs Taxed at Dollars 8. 89 & thereof &c
Ex^{on} of Sept. 15 1796

Jacob Sampson of Amherst in the County of Hampshire T^rader
Plff vs. Ezra Leonard of Shutesbury in s^d County y^eorn^r Deft Leonard
in a Plea of the Case for that s^d Ezra at s^d Shutesbury on November
18th last by his note for Value rec^d promised s^d Jacob to pay
him on or before twenty eight Dollars & thirty four cents on or
before March 1st next with Interest yet s^d Ezra the requested hath
never paid the same but neglects it to the Damage of s^d Jacob
Same
May 216 1796

Forby Dollars - This Case was entered at the last Term & continued to this Term - And now the Plaintiff appears & the Deft the three Times called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that P Jacob do recover against the said Deft Twenty nine dollars & seventy six pence Damages & Costs of Suit taxed at Dollars 9. 9 & thereof Ex^o on 15th Sep^r 1796

Strong
Bryant
May 219 1796

Nehemiah Strong of New Milford in the County of Litchfield & State of Connecticut Plaintiff vs Seth Bryant of Amherst in the County of Hampshire yeoman Deft in a Plea of the Case for that P Seth Bryant on January 15th 1794 by his Note for Value received promised P Nehemiah to pay him or Order One hundred & eighty five pounds (equal to six hundred & sixteen dollars & sixty seven Cents) on or before January 1st 1795 with Interest after April 1st then next also for that P Seth on the same day & year by his other Note for Value received promised P Nehemiah to pay him or Order One hundred & eighty five pounds (equal to six hundred & sixteen dollars & sixty seven Cents) on or before January 1st 1795 with Interest after April 1st then next yet P Seth the requested has not performed either his promises but neglects it to the Damage of P Nehemiah eight hundred Dollars - This Case was entered at the last Term of this Court & continued to this Term - And now at this Time the Plaintiff appears & the Deft the three Times called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that P Nehemiah do recover against P Seth Seven hundred eighty nine Dollars & seventy nine Cents Damages & Costs of Suit taxed at Doll^r 10. 83 & thereof Ex^o on 18th Sep^r 1796 -

Wright
Hawley & al
May 220 1796

Silas Wright of Weybridge in the County of Addison & State of Vermont yeoman Plaintiff vs Zebina Standley yeoman & Zachariah Standley yeoman both of Amherst in said County of Hampshire Defts in a Plea of the Case for that P Zebina & Zachariah by their Note under their hands at said Amherst on October 12th last for Value received promised P Silas to pay or his Order Seventy six dollars & sixty seven Cents on or before April 1st then next with Interest yet P Zebina & Zachariah the requested have never paid the same but neglects it to the Damage of said Silas one hundred dollars - This Case was entered in Court at the last Term and continued to this Term - And now the Plaintiff appears & the said Zebina & Zachariah the three Times called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that P Silas do recover against P Zebina & Zachariah Eighty Dollars & eighty nine pence Damages & Costs of Suit taxed at Dollars 12. 84 & thereof Ex^o on 15th Sep^r 1796 -

Darling
Barnes & al
May 221 1796

George Darling of Gill in the County of Hampshire Cordwainer Plaintiff vs John Barnes yeoman & Nathl Barnes yeoman both of & only Gill Defts in a Plea de. as is set forth in a Declaration on File - This Cause was entered at the last Term & continued to this Term - And now at this Time neither party appearing in Court this Case is dismissed

Johnson
Hawley & al
May 222 1796

Roman Johnson of Pelham in the County of Hampshire yeoman Plaintiff vs Zachariah Standley yeoman Zebina Standley yeoman and Zachariah Hawley both yeomen all of Amherst Defts in a Plea de. as is set forth in the Declaration on File - This Case was entered in Court at the last Term & continued to this Term - And now at this Time neither party appearing in Court this Case is dismissed

Silas Howard of Bridgewater in the County of Somerset
Plff v. John Thompson of Alimburgh in the County of Hampshire Gaunt
Def in a Plea of the Case for that the said John at said Alimburgh
on August 31st last by his Note for Value recd promised the
said Silas to pay him or Order the Sum of four pounds ten
shillings & three pence (equal to Eighteen Dollars & four Cents)
on Demand with Interest Yet said John the requested has
never paid the same but neglects it to the Damage of the said
Silas Twenty Dollars — This Action was entered in Court at
the last Term & continued to this Term — and now at this
Term the Plff appears & the Deft the three Times called to come
into Court makes Default of Appearance here Wherefor it
is considered by the Court that the said Silas do recover a-
gainst the said John Eighteen Dollars & ninety six Cents Da-
mages & Costs of Suit taxed at \$16.30 & there of &
Excep^d Sept^r 22^d 1796

Howard
Thompson
May 223^d 1796

John Smith of New Salem in the County of Hampshire Plff
v. Elijah Lamb of Charlemont in the same County Trader
Def in a Plea of the Case for that I Elijah at Charlemont
whereas on January 11th last by his Note for Value recd promise
ed said John to pay him Thirty dollars on Demand with the
Interest but has never paid the same but neglects it to the
Damage of said John sixty Dollars — This Case was entered in Court
at the last Term & continued to this Term — and now the Plff does
not appear & the Deft the three Times called to come into Court ma-
kes Default of Appearance here ~~Wherefor it is considered by~~
~~the Court that the said John do recover against the said~~
~~Elijah~~

Smith
Lamb
May 224^d 1796

John Smith of New Salem in the County of Hampshire Plff
v. William Arms Trader & Amos Merrill Trader
both of Charlemont in said County Partners in Trade Defs in
a Plea of the Case for that the said William & Amos at Charlemont
whereas on January 16th last by their Note for Value recd pro-
mised said John to pay him or Order thirty three dollars and
four cents in two months with Interest Also for that the
said William & Amos at Charlemont on the day & year
aforesaid by their Note for Value received promised said
John to pay him or Order eight dollars & ten Cents on De-
mand with Interest Yet said William & Amos the requested
have never performed either of promises but neglects it to the
Damage of said John seventy dollars — This Case was entered
at the last Term & continued to this Term — and now at this
Term the Plff appears & the Defts the three Times called to come
into Court makes Default of Appearance here Wherefor it is
considered by the Court that said John do recover against the
William & Amos — Thirty three dollars & fifty one Cents Damages
& Costs of Suit taxed at Dollars 11.44 & there of &
Excep^d Sept^r 22^d 1796

Arms & Merrill
May 225^d 1796

Samuel Kendall of New Salem in the County of Hampshire Plff
v. Nathan Sanders of New Salem Plff in a Plea of the
Case for that I Nathan at New Salem where on March 10. 1795
by his Note for Value recd promised I Samuel to pay him or his
Order Twenty three pounds eleven shillings & five pence & there
equal to Seventy eight Dollars & fifty seven Cents on Demand
with Interest Yet said Nathan the requested has not paid the same
but neglects it to the Damage of said Samuel One hundred & fifty
Dollars — This Action was entered at the last Term & continued
to this Term — and now the Plff appears & the Deft the three Times
called to come into Court makes Default of Appearance here
Wherefor it is considered by the Court that the said Samuel do recover
against the said Nathan — Sixty eight Dollars & forty six Cents
Damages & Costs of Suit taxed at \$11.30 & there of &
Excep^d Sept^r 22^d 1796

Kendall
Sanders
May 226^d 1796

Gibbs
21
Gibbs
May 227 1796

Isom Gibb of New Salem in the County of Hampshire yeoman Plaintiff vs. Isom Gibb of New Salem in the County of Hampshire yeoman Defendant in a plea of the Case for that said Isom at New Salem appeared on August 21st 1789 by his note for Value and promised the Plaintiff to pay him or Order £133 33 6⁵ but has not paid the same & this Case was entered at the last Term & continued to this Time and now at this Time neither party appearing in Court this Case is dismissed

McCartey & al
21
McCartey
May 228 1796

Nathaniel McCartney of Peterboro in the County of Worcester Tradesman & Shubael Child Braltors of New Salem in the County of Hampshire Tradesmen Plaintiffs vs. Amos Reed of New Salem aforesaid yeoman Defendant in a plea of the Case for that the said Amos at said New Salem on the twenty fourth day of March last by his note for Value and promised the Plaintiff to pay them or their Order Seventy three dollars and Demand with Interest yet Amos the often requested has never paid the same but neglects it to the Damage of the Plaintiff one hundred Dollars - This Case was entered in Court at the last Term & continued to this Time and now the Plaintiff appears and the Defendant the three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Nathaniel & Shubael do recover against the said Amos Seventy five Dollars & Costs of Suit taxed at £12. 30 & the Costs of

Exon if Sept. 22nd 1796

Lyon
21
Giles
May 229 1796

Asaph Lyon of Pelham in the County of Hampshire Tradesman Plaintiff vs. Isom Giles of New Salem in the County of Hampshire yeoman Defendant in a plea of the Case for that the said Isom at New Salem on June 10th 1794 by his note for Value and promised Asaph to pay him or Order two pounds three shillings equal to £2. 14 0⁰ on Demand with Interest also for that Isom at New Salem on March 10th 1795 by his note for Value and promised Asaph to pay him or Order one pound eighteen shillings & four pence equal to £1. 18 0⁰ on Demand with Interest yet Isom has not performed either his promises aforesaid but neglects it to the Damage of Asaph thirty dollars - This Case was entered in Court at the last Term & continued to this Time and now at this Time the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Asaph do recover against Isom Five pounds & twelve Pence Damages & Costs of Suit taxed at £10. 28 & the Costs of

Exon if Sept. 28 1796

Childs
21
Smith
May 230 1796

David Childs of New Salem in the County of Hampshire yeoman Plaintiff vs. David Smith of New Salem aforesaid yeoman Defendant in a plea of the Case for that David at New Salem on February 2nd 1790 by his note for Value and promised David to pay him or Order seven pounds ten shillings equal to £7. 10 0⁰ in one year with Interest yet David the requested has never paid the same but neglects it to the Damage of David fifty dollars - This Case was entered at the last Term & continued to this Time and now the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said David do recover against Smith Twenty seven Dollars & forty three Pence Damages & Costs of Suit taxed at £10. 92 & the Costs of

Exon if Sept. 22nd 1796

Asaph Lyon of Pelham in the County of Hampshire, Trd^r P^lff^r vs Joseph Goldthwaite of New Salem in the same County & Jurian Deft in a plea of the Case for that Joseph ab^d New Salem on March 4th 1795 by his Note for Value rec^d promised Asaph to pay him on Order Twelve pounds twelve shillings & two pence (equal to \$42.3) on Demand with Interest y^t Joseph the requested has never paid the same but neglects it to the Damage of Asaph eighty Dollars This Case was entered at the last Term & continued to this Time And now at this Time the P^lff appears & the Deft the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Asaph do recover against the said Joseph Forty five dollars & eighty cents Damages & Costs of Suit taxed at \$10.20 & thereof Sept 22 1796

Lyon
Goldthwaite
May 23 1796

James Lindsey of Pelham in the County of Hampshire yeoman P^lff^r vs Ezra Leonard of Canterbury in s^e County yeoman Deft in a Plea of the Case for that Ezra on November 28th last by his Note for Value rec^d promised y^e P^lff to pay him on Order forty six dollars & thirty three Cents on or before April 1st then next with Interest but he has not paid the same but neglects it to the Damage of James sixty dollars This Action was entered at the last Term & continued to this Time And now the P^lff appears & the Deft the three Times called makes Default of appearance here Wherefore it is considered by the Court that James do recover against said Ezra Forty five dollars & twenty five Cents Damages & Costs of Suit taxed at \$12.1 & thereof Sept 22 1796

Lindsey
Leonard
May 23 1796

Sampson Calhoun of Petersham in the County of Worcester yeoman P^lff^r vs Job Smith of Canterbury in the County of Hampshire yeoman Deft in a Plea of the Case for that Job ab^d New Salem in s^e County of Hampshire on January 27th last by his Note for Value rec^d promised one Samuel Cook to pay him on Order nine pounds thirteen shillings & nine pence (equal to \$32.29) on Demand with Interest And afterwards on y^e same day s^e Samuel by his Indorsement on s^e Note for Value rec^d ordered the Contents thereof to be paid to the P^lff whereof said Job then & there had Notice & in consideration thereof promised the P^lff to pay him accordingly y^t Job the requested has never performed his s^e promise but neglects it to the Damage of said Sampson sixty Dollars This Case was entered in Court at the last Term & continued to this Time And now the P^lff appears & the Deft the three Times called to come into Court makes Default of appearance here Wherefore it is considered that Sampson do recover against the said Job Thirty three dollars & forty six Cents Damages & Costs of Suit taxed at \$11.18 & thereof Sept 22 1796

Calhoun
Smith
May 23 1796

William Damon of Cummington in the County of Hampshire Gent^l P^lff^r vs Alexander Kelt of Pelchenstown in the same County yeoman Deft in a plea of Tresp^s on the Case for that the s^d Alexander ab^d Cummington aforesaid on November 24th 1793 by his Note or Memorandum in Writing in the Words following viz "I received a red white face four year old Cow of the s^d William Damon which I promise to return in a two year old & half year old, said Damon ventures s^e Cow off with to her away this s^d Kelt neglects to said Cow to be returned in three years from the date" y^t Alexander the often requested has never performed his s^e promise but neglects it

Damon
Kelt
May 23 1796

Excused Sept. 19. 1896

Answer!

Camport Eaton of said Lord in the County of Birmingham & State
of Vermont vs. Wm. H. Denney Parson of Goshen in the
County of Hampshire Gent. Doth in a Plea de as is with further
on file &c This Case was commenced at York Town and
continued to this Time and now neither party appearing
in Court this Case is dismissed

Whitmarsh

William Otis & Phyllander Tolan both of Gummington in the County of Hampshire
 Traders Petrs vs David Whitmarsh of the same Gummington Physician Deft
 in & Decr as set forth on Pleadings. This Case was entered at the
 last Term & continued to this Time & now neither party appearing
 in Court this Case is dismissed

Dear

Isabel Hathaway of Suffield in the State of Connecticut vs. John
Lot Dean of Ware in the County of Hampshire Hampshire Superior Court in a plea
as is set forth on Feb 22. This Case was entered at the last Term
continued to this Term and now neither party appearing in
Court this Case is dismissed

Howter & al

Jonathan Dwight Esq & James Dwight Junr both of Springfield in the County of Hampshire Plffs vs David Fowler Junr Gent & Matthew Lath his Son. Defendants both of Southwick in s^d County Defts in a Plea of the Case for that said David & Matthew at Northampton on the 28th 1794 by their Note for value rec^d & promised our Deas Parsons to pay him or Order on Demand Eighty one pounds six Shillings & two pence (equal to \$ 271.31) with Interest & And s^d Deas on s^d same day by his Indorsement on the same Note ordered the Contents thereof to be paid to the plffs or Order of which said David & Matthew then & to be paid to the plffs or Order of which said David & Matthew then & there had due Notice. & in Consideration thereof promised the Plffs to pay them the same accordingly. Yet the often requested have never paid the same but neglect it to the Damage of s^d Jonathan & James Three hundred & sixty Dollars This Case was entered at the last Term & was agreed to this Term. And now the Plffs appear & the Defts tho' three times called to come into Court make Default of s^d appearance here Wherefore it is considered that s^d Jonathan & James do recover against s^d David & Matthew Three hundred & nine dollars & seventy two Cents Damages & Costs of Suit taxed at \$10.50 & thereof do Exp^d of Pl^{ts} 20 1796.

Apr 12

Qualitatem Dignitatem & Ceteris Dignitatem North both of Springfield in said County Dignitatem at David Foster's in Southwick in County Dignitatem Dignitatem & Dignitatem as at North in the County Dignitatem This Dignitatem was entered at the Court Dignitatem & Dignitatem to this Dignitatem. And as at this Dignitatem making Dignitatem appearing in County Dignitatem this Dignitatem is disowned -

Frank

Thomas Leavell of Suffolk in the State of Connecticut Esq. Plaintiff
 against
 Samuel Thompson of Galesburg in the County of Hampshire Husbandman
 Defendant
 In a Plea of Assault with a Deadly Weapon - This Plea was
 entered at the last Term & continued to this Term - and now at
 the former neither Party appearing in Court this Case is deemed

Nathaniel Patten of Hartford in the State of Connecticut Plaintiff
v. Lot Dean of Ware in the County of Hampshire Defendant
in a plea of the Case for that s^d Lot at Springfield in s^d County on January 22^d 1793 by his Note for Value rec^d promised s^d Patten
to pay him or Order One hundred pounds (equal to \$100) Patten
33 1 in three years with Interest - Yet the latter requested
the said Lot hath never paid the same but neglects it to the Dam-
age of said Nathaniel from hundred dollars This
Case was entered at the last Term & continued to this Term
And now the Pl^{ff} appears & the Def^t the three Times called to come
into Court makes Default of Appearance here - Wherefore it
is considered that said Nathaniel do recover against the said
Lot Three hundred & seventy dollars & thirteen Cents Damages
& Costs of Suit taxed at Dollars 11⁰⁰ & 2⁰⁰ & there of &
Ex^{or} up^d Sept. 20 1796

Amos Goumth of Halifax in the State of Vermont Plaintiff
v. Thomas Wells of Leyden in the County of Hampshire Defendant
in a plea of the Case for that s^d Thomas at Halifax via
at Northampton on June 17th last by his Note for Value rec^d pro May 259 1796
missid said Amos to pay him Twelve pounds (equal to \$120)
in four months with Int^r - Yet s^d Thomas has not paid the
same but neglects it to the Damage of said Amos eighty
dollars This Case was entered in Court at the last Term
and continued to this Term - And now the Pl^{ff} appears
& the Def^t the three Times called to come into Court makes
Default of Appearance here - Wherefore it is consider-
ed by the Court that the said Amos do recover against the
said Thomas Forty three dollars Damages & Costs of Suit taxed
at Dollars 12⁰⁰ & 44⁰⁰ & there of &
Ex^{or} up^d Sept. 17 1796.

Daniel Masters of Deerfield in the County of Hampshire Plaintiff
v. Abner Sheldon of Conway in s^d County Defendant
in a plea of the Case for that s^d Abner at Deerfield on February 20th May 262 1796
last by his Note for Value rec^d promised s^d Daniel to pay him
or Order Nine pound one shilling & three pence (equal to \$90⁰⁰ & 29⁰⁰)
on Demand with Interest - Yet s^d Abner the requested has not
paid the same but neglects it to the Damage of s^d Daniel sixty
dollars - This Case was entered in Court at the last Term
and continued to this Term - And now the Pl^{ff} appears &
the Def^t the three Times called to come into Court makes
Default of Appearance here - Wherefore it is considered by the
Court that the said Daniel do recover against the s^d Abner
Thirty one Dollars & twenty three Cents Damages & Costs of Suit
taxed at Dollars 3⁰⁰ & 98⁰⁰ & there of &
Ex^{or} up^d Sept. 17 1796

Daniel Masters of Deerfield in the County of Hampshire Plaintiff
v. Enock Beals of Goshen in the same County Defendant
in a plea of the Case as is set forth in the Declaration on file in
This Case was entered in Court at the last Term & continued to this May 263 1796
Term - And now at this Term neither party appearing
in Court this Case is dismissed

Ambrose Patten Jun^r of Rowe in the County of Hampshire Plaintiff
v. Liza Chapin of Stratford in the same County Defendant
in a plea of the Case for that s^d Liza at s^d Rowe on December 26th 1795 May 264 1796
by his Note for Value rec^d promised s^d Ambrose to pay him Eight
pounds Ten shillings (equal to \$88⁰⁰ & 33⁰⁰) in three months with Int^r -

John P. Leba has not paid the same but neglects it to the Damage of \$⁵
Ambrose sixty Dollars This Case was entered in Court at the last
Term thereof & continued to this Term & has now at this Time the Plaintiff
appears & the Deft the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court
that Ambrose do recover against the P^d Leba Twenty nine Dollars
& fifty eight Cents Damages & Costs of Suit taxed at \$¹² 92¹2 through
de
Exonip Sep^r 17 1796

Townsend
vs
Clark & al
May 27 1796

Sonathem Townsend of Brattleboro in the State of Vermont Trader Plaintiff
vs
Oliver Clark & Joel Clark both of Thuborne in the County of Hampshire yeomen
Defts in a Plea of the Case for that Oliver & Joel on December 11 1795 by
their Note for Value recd promised the Plt to pay him on Demand forty
two dollars & six Cents in 30 days but have never paid the same to
the Damage of P^d Sonathem eighty Dollars This Action was entered in
Court at the last Term & continued to this Term & now the Plt
appears & the Defts the three Times called to come into Court makes
Default of Appearance in Court Wherefore it is considered by
the Court that the said Sonathem do recover against the P^d Oliver
& Joel

Barber & al
vs
Goodman
May 27 1796

Oliver Barber & George W. Barber of the City & State of New York yeomen
vs
Hosford & Oliver Goodman both of Haverhill in the State of Connecticut
yeomen & Daniel Hosford Jun^r of Hartford in the State of Connecticut
joint partners in Trade Defts in a Plea of the Case for
that said Simon on January 20th 1796 was justly indebted to the
Plt in the sum of fifty six Dollars & seventy Cents for Goods
bought & Merchandises sold & delivered him in Consideration whereof
Simon promised the Plt to pay them the same on Demand
yet he has never paid the same but neglects it to the Damage
of P^d Plt ninety Dollars This Action was entered in Court at
the last Term & continued to this Term & now the Plt ap
pears & the said Simon the three Times called to come into Court
makes Default of Appearance in Court Wherefore it is consider
ed by the Court that P^d Plt do recover against P^d Simon Fifty
six dollars & seventy Cents Damages & Costs of Suit taxed at
\$¹⁴ 31 & through de
Exonip Sep^r 17 1796

Green Apple
vs
Belt & al
May 27 1796

Joseph Green of Charlemont in the County of Hampshire yeoman Plaintiff
vs
Aaron Burt & Ephraim Church both of the same Charlemont yeomen
Defts from the Judgement of David Smeed Esq^r Justice of the Peace
Appeal was entered at the last Term & continued to this Term & now
neither Party appearing in Court this Case is dismissed

McGweller
vs
Hendy
May 27 1796

Wm. McGweller of Haverhill in the County of Rockingham & State of New
Hampshire yeoman Plaintiff vs
Charles Hendy of Colrain in the County of Hamp
shire yeoman Deft in a Plea wherein the P^d William demands
of the said Charles of a certain Tract of Land in Colrain
aforesaid containing by Estimation two Acres bounded South on
a Town high way East North & West on Land belonging to the farm
of John McGweller with the Buildings thereon while upon the P^d William
complaines & says that in a Time of Peace & within thirty years last
past he was seized of the demanded premises in his own Demer
as of fee having the profits thereof to a certain amount of fourteen Dollars
a year & now to be an actual possession of the same yet the
said Charles has within two years last past entered into the pre
mises & has of himself & others received in money & still wrongfully
withdrew the same to the Damage of the said William from him due
This Action was entered in Court at the last Term &

was continued to this Time — And now at this Time the Plea ap-
 pears by William Goddard Gent^l his Att^y and the Def^t by Jonathan
 Leavitt Gent^l his Att^y comes & defends the Plea & says in a
 2^d for plea saith he never defended the Plea in manner & form as
 is alleged in the return which & through puts him self on the Court
 try for Trial — And the Plea in answer to the above plea
 agrees that he will not review at the Supreme Court says ever
 saying however liberty to alter the plea on the Appeal that the same
 plea is quite unlawful & altogether nugatory — And the
 said Handy consenting to & thereupon provided the Plea shall
 be precluded by one verdict against him at the Supreme Court
 says his plea is good & the said Application deserves no notice
 All which being seen & understood by the Court it appears to the
 Court that the Plea aforesaid of the said Handy by him pleaded
 & the matters therein contained is a good & sufficient answer to
 the Declaration of the said McCrellis & that the P^r McCrellis by his Plea
 aforesaid ought to receive nothing — Therefore it is considered
 by the Court that the P^r McCrellis by his Plea aforesaid do receive
 nothing but that for his groundless Claim he be in mercy &c
 And it is further considered that the said Handy do recover
 against the P^r McCrellis his Costs taxed at eleven dollars
 & thirty seven Cents — Whereupon P^r McCrellis by his
 Att^y aforesaid appeals from the Judgment of this Court to the
 Supreme Judicial Court to be holden at Northampton in & for
 the County of Hampshire on the fourth Tuesday of September
 Instant and he resigns with further P^r McCrellis pro-
 curing his said Appeal with Effect &c

Lancel Basson of Halifax in the County of Wendham State
 of Vermont against P^r John Stone of Greenfield in the
 County of Hampshire Physician Def^t in a Plea as is set
 forth in the Writ on File &c. This Case was entered at the last
 Term & continued to this Time — And now at this Time
 neither party appearing in Court this Action is discontinued

Basson
 vs
 Stone
 May 27th 1796

Dan Cory late of Greenfield in the County of Hampshire upon
 P^r Jeremiah Ballad of Gile in the same County upon Def^t
 in a Plea of the Case for that P^r Ballad on December 28th 1795
 by his Note for Value recd promised the P^r to pay him or order
 forty dollars in six weeks with Interest yet he hath never paid
 the same but neglects it to the Damage of P^r Dan eighty dollars
 This Action was entered at the last Term of this Court & continued to
 this Time — And now at this Time the Plea appears of the Def^t
 to the three Times called to come into Court makes Default of Appear-
 ance here whereupon it is considered that P^r Dan do recover against P^r
 Jeremiah Forty one dollar & seventy Cents Damages & Cost of
 Suit taxed at \$10⁰⁰ 97th & through &c. Exec^d Sept 21 1796

Cory
 vs
 Ballard
 May 28th 1796

Periah Willard of Greenfield in the County of Hampshire Trader
 P^r Elias Wells of the same Greenfield Taylor Def^t in a Plea of
 the Case for that P^r Elias on December 11th 1794 by his Note for the
 due recd promised the P^r to pay him twenty pounds two shil-
 lings & two pence (equal to \$67⁰⁰ 3¹) to be paid in May then next
 And also for that whereas P^r Elias on March 11th last by his
 other Note for Value received promised the P^r to pay him
 or order three pounds eight shillings & two pence equal
 to \$13⁰⁰ 3¹ on Demand with Interest &c. Yet hath never paid
 either of P^r Notes but neglects it to the Damage of P^r Willard

Willard
 vs
 Wells
 May 28th 1796

one hundred & twenty dollars ~ This Action was entered in Court at the last Term thereof & continued to this Term and now at this Time the Plaintiff appears & the Defth the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that I Willard do recover against I Wells Eighty six dollars and forty four Cents Damages & Costs of Suit taxed at \$ 10.81 & thereof de
By my self Sept 21 1796

Promon

Gaulkner

May 202 1796

Isaac Promon of Rowe in the County of Hampshire Plaintiff vs
William Gaulkner of Colrain in s County &c &c Defendant in a Plea
of the Case for that I William on April 8th 1794 by his note for
Value recd & promised the Plff to pay him or Order Seven pounds
ten shillings & equal to \$ 38.50 by December 1st 1795 with
Interest Yet he hath never paid the same but neglects it to
the Damage of I Isaac sixty Dollars This Case was entered in
Court at the last Term & continued to this Term and now the
Plff appears & the Defth the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered
by the Court that the said Isaac do recover against the I William
Forty four dollars & seventy two Cents Damages & Costs of Suit
taxed at \$ 15.41 & thereof de
By my self Sept 21 1796

Colman

Adams

May 283 1796

William Colman of Greenfield in the County of Hampshire Plaintiff
vs Simon Adams of Leyden in s County &c &c Defendant in a Plea
as is set forth in the Librit on File de This Action was
entered in Court at the last Term & continued to this Term and
now at this Time neither party appearing in Court the Case is dis
missed

Chandler & al

Proctor

May 284 1796

Isaac Chandler of Pelisham in the County of Worcester Nathaniel Chan
dler of s Pelisham & Clark Chandler of Colrain in the County of Hamp
shire Plaintiffs vs Paul Spooner of Heath in the
County of Hampshire &c &c Defendant in a Plea of the Case for that the
said Paul on April 7th last was justly indebted to the Plffs in
the Sum of Twenty pounds one shilling & ten pence (equal to \$ 79.64)
for divers Goods &c by the Plffs to the said Paul at his request sold &
delivered & in Consideration thereof I Paul promised the Plffs to pay
them the same on Demand yet he hath never paid the same but neglects
it to the Damage of said Isaac Nathaniel & Clark one hundred Dollars
This Case was entered in Court at the last Term & continued to this Term
and now at this Time the Plffs appear & the Defth the three Times called
to come into Court makes Default of Appearance here Wherefore it is
considered by the Court that the said Isaac Nathaniel & Clark do re
cover against I Paul Seventy three dollars & seventy four Cents Damages
& Costs of Suit taxed at \$ 15.27 & thereof de

Dwight & al

Chapman

May 285 1796

Joseph Dwight & a James Cull Dwight merchants both of Springfield
in the County of Hampshire Plaintiffs vs John S. Chapman of West Springfield in
the County of Hampshire &c &c Defendant in a Plea of the Case for that
said John at Northampton & beyond on January 19th 1795 by his note
for Value recd & promised the Plffs to pay them or Order on Demand
Twenty four pounds Ten shillings & ten pence half penny (equal to
forty nine dollars & forty four Cents) with Interest but I John has never paid
the same but neglects it to the Damage of I Jonathan & James fifty Dollars
This Action was entered in Court at the last Term when the Plffs appeared &
the Defth the three Times called to come into Court makes Default of Appearance
and the Case was so & continued until the 21st of this Term and now at this Time
the Plffs appear & pray for Judgment & it is considered by the Court
that I Jonathan & James do recover against I John Forty nine dollars &
seventy two Cents Damages & Costs of Suit taxed at \$ 10.81 & thereof de
By my self Sept 21 1796

Pliff of Springfield in the County of Hampshire vs. John Wood of Buckland in the same County *Pliff vs Wood*
 in a Plea of the Case for that s^d John at Springfield afores^d on November 5th 1794 by his Note for Value received promised the Pliff to pay him or Order Eighteen pounds equal in Value to sixty dollars on Demand with Interest yet s^d John has not paid the same but neglects it to the Damage of said Moses eighty dollars This Case was entered in Court at the last Term & continued to this Time and now at this Term the Pliff appears & the Def^t the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Moses do recover against s^d John Sixty six dollars & sixty Cents Damages & Cost of Suit taxed at \$10⁰⁰ 28⁰⁰ & through the Court s^d Sept^r 20 1796

Isaac Pliff of Hartford in the County of Hartford & State of Connecticut vs. Frederick Chapin of Hatfield in the County of Hampshire *Isaac Pliff vs Frederick Chapin*
 in a Plea of the Case for that s^d Frederick at Northampton on July 3rd 1794 by his Note for Value rec^d promised s^d Isaac to pay him or Order Twelve pounds (equal to \$40) on Demand with Interest for the same he paid also for that s^d Frederick on April 1st Instant was justly indebted to s^d Isaac Three dollars & sixty two Cents for Goods sold & delivered at s^d Frederick's promise & to pay him the same on Demand yet s^d Frederick has never paid the same but neglects it to the Damage of s^d Isaac sixty Dollars This Case was entered in Court at the last Term & continued to this Time and now the Pliff appears & the Def^t the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Isaac do recover against the s^d Frederick Forty eight dollars & sixty Cents Damages & Cost of Suit taxed at \$12⁰⁰ 10⁰⁰ & through the Court s^d Sept^r 20 1796.

Solomon Ferry of Easthampton in the County of Hampshire vs. Joseph Chapin of Easthampton in the same County *Solomon Ferry vs Joseph Chapin*
 in a Plea of the Case for that s^d Joseph at Easthampton afores^d on December 15th 1794 by his Note for Value rec^d promised s^d Solomon to pay him or Order Fifteen pounds (equal to fifty Dollars) on Demand with Interest yet s^d Joseph has not paid the same but neglects it to the Damage of s^d Solomon one hundred dollars This action was entered at the last Term & continued to this Time and now the Pliff appears & the Def^t the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Solomon do recover against s^d Joseph Thirty three dollars & thirty six Cents Damages & Cost of Suit taxed at \$7⁰⁰ 20⁰⁰ & through the Court

A Case of John Phelps vs Sam^l Sloane was entered in Court at May Term 1796 but as the Papers were never filed no Record is made of the Case *Phelps vs Sloane*
 May 29th 1796

Poltwood
21
Bardwell & Co^{rs}
May 29th 1796

Samuel Poltwood of Conway in the County of Hampshire Gent^l vs
Perez Bardwell of the same Conway yeoman Deft^d in a Plea of the
Case for that S^r Perez at Conway aforesaid on June 8 1792 by his Note
for Value recd promised said Samuel to pay him fourteen shillings &
nine pence (equal to \$2.47) also for that S^r Perez on February 26th
1796 was justly indebted to Samuel in the sum of twenty six pence
thirteen shillings & four pence three farthings (equal to \$88.90) to
satisfy book accounts yet S^r Perez has not performed either said
promises to the Damage of Samuel One hundred Dollars & so much as
said Samuel saith S^r Perez has not in his own hands or possession
Goods or Estate to the Value of one hundred dollars which can be come at
to be attached but has entrusted & deposited in the hands & possession
of Joseph Boyden of Conway aforesaid yeoman his Trustee Goods Effects
& Credits to S^r Value &c

This action was entered in Court at the last Term when the Defendant
appeared & being sworn as the Statute in such Case made directs
declared upon his Oath that at the Time he was summoned he had no
Goods or Effects of S^r Perez in his hands - and thereupon it was considered
by the Court that S^r Joseph do recover against Samuel his Costs taxed at
\$5.33 & that though he might have his Exoner Exoner May 26th 1796
after all which the Case was continued to this Time - And now at
this Time the Plaintiff & the Defendant being three Times called to come
into Court under Defaults of Appearance here Wherefore it is con-
sidered by the Court that Samuel do recover against S^r Perez

Redfield
21
Tamm
May 29th 1796

Benjamin Redfield of Conway in the County of Hampshire Gent^l vs
Perez Bardwell late of Conway aforesaid yeoman Deft^d in a
Plea of the Case for that S^r Perez at Conway aforesaid on February
8th 1796 was indebted to Benjamin in the sum of sixty seven
dollars for so much money by S^r Perez to the use of Benjamin before
that Time had received & being so indebted S^r Perez promised said
Benjamin to pay him the same when he should request but has not done
it to the Damage of Benjamin eighty five dollars & whereas the said
Benjamin saith that S^r Perez has not in his hands Goods or Estate to
the Value of eighty dollars which can be come at to be attached but
has entrusted & deposited in the hands of Joseph Boyden his Trustee
Goods Effects & Credits to S^r Value &c

This action was
entered in Court at the last Term when S^r Joseph Boyden the 3^d
appeared & being sworn declared upon his Oath he had not at the
Time he was summoned any Goods or Effects of S^r Perez in his
hands - and thereupon it was considered that S^r Joseph do recover
against Benjamin his Costs taxed at \$5.33 & that though he might
have his Exoner Exoner May 26th 1796

After which the Case was continued to this Time - And now at
this Time the Plaintiff & the Defendant being three Times called
to come into Court under Defaults of Appearance in Court
Wherefore it is considered by the Court that Benjamin do recover
against S^r Perez eighty seven dollars Damages & Costs of suit taxed
at \$5.33

Isaiah Whitney of Chesterfield in the County of Hampshire Defendant
vs. Sara Phillips of Chesterfield aforesaid plaintiff
of the Case for that's said on January 11th last by his Note for Value
received promised the Plaintiff to pay him or Order four pounds eleven
shillings & sixpence equal to \$15.25 on Demand with Interest
yet's said the defendant has not paid the same but neglects it to the
Damage of said Isaiah thirty Dollars This Case was entered in
Court at the last Term & continued to this Time and now
the Plaintiff appears & the Defendant the three Times called to come into
Court makes Default of Appearance here Wherefore it is con-
sidered by the Court that the said Isaiah do recover against
the said Sara fifteen dollars & eighty two Cents Damages &
Costs of suit taxed at \$10.86 & thereof &c.
Exon ip^{se} Sep^r 17. 1796

Whitney
Phillips
May 298 1796

Erastus Lyman of Northampton in the County of Hampshire
vs. Sara Phillips of Chesterfield in said
County aforesaid Plaintiff
of the Case for that's said on March 8th 1796 by his Note for
Value received promised the Plaintiff to pay him or Order nine
pounds four shillings & sixpence equal to \$30.66 on Demand
and with Interest yet's said Sara the defendant has not
paid the same but neglects it to the Damage of said Erastus
sixty Dollars This Action was entered in Court at
the last Term though & continued to this Time and now
the Plaintiff appears & the Defendant the three Times called to come into
Court makes Default of Appearance here Wherefore it is
considered by the Court that said Erastus do recover against
said Sara thirty one dollar & sixty Cents Damages & Costs
of suit taxed at \$10.10 & thereof &c.
Exon ip^{se} Sep^r 22. 1796

Lyman
Phillips
May 299 1796

John Murray of New York in the State of New York Plaintiff
vs. John & Benjamin Bangs of Northampton in the County of Hampshire
Defendants
of the Case for that's said on June 2^d 1794 by their Note
for Value received promised the Plaintiff to pay them or Order one hundred
and eighty pounds Lawful Money on Demand with Interest
said sum being equal to six hundred dollars yet's said Defendants have
not paid the same but neglects it to the Damage of said Plaintiff
nine hundred dollars This Case was entered in Court
at the last Term & continued to this Time and now the Plaintiff
appears in Court & the Defendants the three Times called to come into
Court makes Default of Appearance here Wherefore it is con-
sidered by the Court that said John & Benjamin do recover against
the said John & Benjamin six hundred & eighty two
Dollars & Costs of suit taxed at \$12.88 & thereof &c.
Exon ip^{se} Sep^r 22. 1796

Murray & al
Bangs & al
May 301 1796

John Stow of Chesterfield in the County of Hampshire Plaintiff
vs. Gamaliel Clark of Stockbridge in the County of Berkshire
Husbandman Defendant
of the Case for that's said on March 1st 1794 was justly indebted to said
John in fifteen thousand dollars for so much money then
before that Time had & received by said Gamaliel to said John used &
being so indebted in Consideration thereof said Gamaliel then
& there affirmed on himself & promised said John to pay him
said sum whenever afterwards he should be thereto requested
tho. whereas the said Gamaliel at said Northampton on Friday
of March was indebted to said John in one other sum of fifteen

Stow
Clark
May 303 1796

thousand dollars for so much money then before that Time by S^r John
penit paid out & expended for S^r Gamaliel & his special income and
request & being so indebted in Consideration thereof said Gamaliel
then & there assumed on himself & promised S^r John to pay him
said last mentioned Sum on demand - Y^t said Gamaliel
the often requested has never paid either of S^r John's but neglects it
to the Damage of said John fifteen thousand dollars - This Case
was entered in Court at the last Term & continued to this Time -
And now at this Time the J^y appears & the Deft the true T^ries called
to come into Court in order to defend of App^rance here - Whereupon
it is considered by the Court that the said John do never against the S^r
Gamaliel Eleven hundred thirty two Dollars - twenty three Cents Damages
& Costs of Suit taxed at \$ 9 & thereof &c. Given off Sept 17 1796

Esther Peltou
Petⁿ
May 308 1796

Humbly shews Esther Peltou of Middlefield in the County of Hamp
shire sheweth that on November 24th 1793 Salah Barnard late of
Dunfield in S^r County Engⁿ by his Bond sealed with his Seal as know
ledged himself holden & bound to S^r Esth^r in the Term of five
hundred pounds to be paid S^r Esth^r his Executors Administrators
& assigns, which bond was condition & that S^r Salah should make
& deliver said Esth^r a good & sufficient Deed in full discharge
of the Tract of Land in Middlefield aforesaid containing two hundred
thirty five Aers to wth fifty nine Aers in the north side of the Lot N^o
215 (south) so called the whole of the Lot N^o 222 then containing 144
Aers & 32 Aers in the South Side of the Lot N^o 215 north so called
in a reasonable Time after S^r Esth^r should have paid to said
Salah all such Sums of Money as should become due & payable to
S^r Salah by Virtue of a certain Note made by S^r Esth^r to S^r Salah
for £ 186¹¹ 4¹¹ with Interest - Said Esth^r in fact says S^r Salah
was prevented by Death from making such Deed & that he S^r Esth^r
hath fully performed the Condition of the same Bond to the acceptance
of Barnard Barnard & Executors Barnard Executors of the last Will &c
of S^r Salah & that S^r Executors are willing & ready to make & execute
to S^r Esth^r a good & sufficient Deed of the same Land accord
ing to the Bond & Condition aforesaid - Said Esth^r therefore
prays that after having given due Notice to all parties who may be
concerned & after a full hearing in the premises had that leave be
granted to S^r Executors to make & Do according to the Form & Effect
of the Statute in such Case made & provided - This Petition
was entered in Court at the last Term when the Petitioner was
directed to publish the S^r Petition in the Greenfield News Paper together
with this Order thereon for three weeks previous to the next Term, that
all persons interested therein might then appear & shew Cause if
any they have why the prayer there of should not be granted
after which S^r Petition was continued to this Time -
And now the Petitioner appears in Court, and no Objections
being now offered - it is considered by the Court that the Execu
tors of the last Will & Testament of Salah Barnard deceased
be empowered to make & execute a good & sufficient Deed
of the Land above described to S^r Esth^r according to the
prayer of S^r Petition

Fred
Lloyd
May 310 1796

Fredrick Full of Hartford in the County of Hartford a State of Connecticut
another Full & William Lloyd of Granville in the County of Hampshire
another Full in a. Name as is set forth in the Declaration on Filida
This Case was entered in Court at the last Term & continued to this Time
and now the J^y being there called to come into Court & the Deft
appears & prays Costs - and thereupon it is considered by the Court
that said William do never against S^r Fredrick his Costs taxed
at twelve Dollars & twenty seven Cents & thereof &c
Given off Sept 20 1796

Humbly Sheweth Annasa Scott of Belbuxtown in the County
of Hampshire Physician that William Ship late of Belbuxtown
deceased that on November 16. 1782 made & executed his certain
Bond under his hand & Seal, binding himself his Heirs Exors
loes & Administrators to Annasa in the penal Sum of five
hundred pounds, conditiond to be void if the sd William his
Heirs Exors & Administrators should make & execute to said
Annasa his Heirs & Assigns a good & sufficient warranty Deed
of a Tract of Land described in the same Bond lying on Grassy
Hill so called with a Dwelling House Shop on the same bounded
beginning at a black oak staddle & Stones by Philip Doughty
None was the north west corner of the sd M^{rs} Howards & run
ning thence S 2° E 120 rods then W 2° S 29 rods thence N
on a Road as it runs 80 rods thence W 2° S 39 rods thence
S 2° W 44 rods, thence E 2° N 73 rods to finish mention'd
bounds containing 39 Aers & one third whereupon after the
said Annasa should pay sd William his Heirs Exors or
Administrators One hundred & thirty pounds - And said
Annasa say he is ready to pay to sd Administrators
appointed on the Estate of sd Deceased the Sum aforesaid, & pray
that sd Administrator be authorized to make & execute a Deed in
accordance to the Statute in such Case made & provided
This Petition was enter'd in Court at the last Term thereof
wherein it was by the Court ordered that the Annasa do notify
all Persons concerned either by publishing a Petition & then Order
thereon in the Federal Spy for three weeks before the next Term
of the Court or by giving personal notice that they might shew
cause at the next Term why the prayer there of should not be
granted - And now at this Time the Petitioner ap-
pears, & sheweth to the Court that the foregoing Order had
been complied with & and no Objections being now offer'd
it is considered by the Court that the said Administrator be & he truly
is empowered on the payment of the Money aforesaid by said
Annasa, to make & execute a good Warranty Deed of the Land
aforesaid

Scotts Petⁿ that
ye Admin^r on Wm
Ship Estate be
empowrd to
execute a Deed
May 31st 1796

The Inhabitants of the Town of Ashfield in the County of Hampshire
Sheweth that the Inhabitants of the Town of Gosport in the same County
are petitioners for a Review &c. as is at large set forth at large on
File - This Petition was enter'd at the last Term when an Order of
Nisi was made &c. And now at this Time neither Party
appearing in Court this Petition is dismissed

Ashfield vs
Gosport Petⁿ
for Review
May 31st 1796

Accord Putney of Gosport in the County of Hampshire sheweth
as Adam Deal v^{rs} of the same Gosport sheweth Parties in
a Rule of the Court by them enter'd into & acknowledged according
to the Statute in such Case made and provided

Putney vs
Deal
May 31st 1796

The Jurors by them chosen now send rule Court this Court
over that the sd Adam has a just Demand against the said Aaron
& therefore award that sd Adam has all Costs being one dol-
lar & thirty five Cents - & which said Award is by the Court
accepted & it is thereupon considered that sd Aaron do recover
against sd Adam the Costs of Court & Expenses taxed at
Septan dollars & thirty eight Cents & there of in
Arrears Sept^r 17th 1796

Expenses at Sept^r
Term 1796
Prop^r of Locks &
Perkins
V^r 2 Sept^r 1796

The Proprietors of the upper Locks & Canals on Connecticut River in the County of Hampshire Plaintiffs vs. Elijah Perkins of Montague in said County respondent. Deft^r in a Plea of the Case for that said Plaintiff to pay them or Order last by his Note for Value recd. promised the Plaintiff to pay them or Order Twenty three dollars & thirty three Cents on Demand with Ten Cents but has never paid the same but neglects it to the Damage of the Plaintiff fifty Dollars. The Plaintiff appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Proprietors do recover against the said Elijah Perkins Twenty three dollars & eighty one Cents Damages & Costs of Suit taxed at \$ 6. 86 & thereof &c.
Ex officio Sept^r 17 1796

Leavitt
Whitney
Sept^r N^o 4

Jonathan Leavitt of Greenfield in the County of Hampshire Plaintiff vs. Job Whitney of Deerfield in the same County Defendant Deft^r in a Plea of the Case for that said Plaintiff on August 15th last was indebted to the said Jonathan as Attorney for Job in the Sum of fifty three Dollars & eighty six Cents for his fees Labors Case & Services in & about prosecuting & defending several Suits at Law of & for the Plaintiff at his Special Instance & Request & then before that Time used & does & bestows in his Att^y & on his retainer & also for money then before that Time by the said Jonathan for the Plaintiff at his Request in that behalf expended said out & paid & the Plaintiff in Consideration thereof promised said Jonathan to pay him the same on Demand, but he has not paid the same but neglects it to the Damage of said Jonathan one hundred dollars. The Plaintiff appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Jonathan do recover against the Plaintiff fifty three Dollars & 86 Cents Damages & Costs of Suit taxed at \$ 6. 44 & there of &c.
Ex officio Sept^r 17 1796

Meach
Prayer
Sept^r N^o 9

Timothy Meach of Worthington in the County of Hampshire Plaintiff vs. Joshua Prayer of Willimansburgh in said County respondent Deft^r in a Plea of the Case for that said Plaintiff at Worthington on February 23rd last by his Note for Value recd. promised said Timothy to pay him or Order Seven pounds six shillings & five pence L^{ms} (equal to \$ 24. 40) on demand with Interest of 6% per Annum & said Plaintiff has never paid the same but neglects it to the Damage of said Timothy thirty Dollars. The Plaintiff appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plaintiff do recover against the said Joshua Twenty five Dollars & eighteen Cents Damages & Costs of Suit taxed at \$ 4. 47 and there of &c.
Ex officio Sept^r 20 1796

Arms
Arms
Sept^r 11 1796

Elizabeth Arms of Deerfield in the County of Hampshire Plaintiff vs. William Arms late of Deerfield & now of New York Defendant Deft^r in a Plea of the Case for that said Plaintiff at Deerfield on May 10. 1795 by his Note for Value recd. promised said Elizabeth to pay her One hundred & fifty six Dollars in one year with Interest but has never paid the same but neglects it to the Plaintiff Damage two hundred Dollars. The Plaintiff appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Elizabeth do recover against said William One hundred & sixty six Dollars Damages & Costs of Suit taxed at \$ 4. 62 & there of &c.
Ex officio Sept^r 20 1796

Reuben Bangs of Willimantic town in the County of Hampshire
 yeoman Plaintiff at Levi Mills the said Willimantic Taylor Defendant
 in a plea of the Case for that s^d Reuben a s^d Willimanticburgh on July 15th last
 had then before that some sold & delivered to s^d Levi at his place
 such divers Goods as he s^d Levi in Consideration promised s^d Reuben
 to pay him so much money as the same Goods were reasonably
 worth on Demand & s^d Reuben says the same Goods were worth
 sixteen dollars & thirty seven Cents yet said Levi the requested
 has not paid the same but neglects it to the Damage of said
 Reuben Twenty dollars The Plea appears & the Deft the three
 Times called to come into Court makes Default of Appearance
 here Wherefore it is considered by the Court that s^d Reuben do re-
 cover against s^d Levi sixteen dollars & thirty eight Cents Damages
 & Costs of Suit taxed at \$ 6.45 & thereof de Ex^o p^o Sep^r 20 1796

Bangs
 vs
 Mills
 Sep^r 13 1796

Samuel Henshaw Es & David Hambl both of Northampton in the
 County of Hampshire Son's Dealers in Trade Plffs or Deft's Price
 of Hadley in the same County Trader Deft in a Plea of the
 Case for that the said price a s^d Northampton on the thirteenth
 day of September last by his Note for Value rec'd promised
 the Plffs to pay them One hundred & twenty eight dollars & sixty
 nine Cents in sixty days with Interest if not then paid yet
 said the often requested has never paid the same but neglects
 it to the Damage of s^d Henshaw & Hambl one hundred dollars
 The Plea appears & the Deft the three Times called to come into
 Court makes Default of Appearance here Wherefore it is
 considered by the Court that the Samuel & David do recover
 against s^d Henshaw Eighty four dollars & fifty eight Cents Dam-
 ages & Costs of Suit taxed at \$ 5.19 & thereof de Ex^o p^o Sep^r 20 1796

Henshaw & al
 vs
 Price
 Sep^r 16 1796

Benjamin Edwards of Northampton in s^d County of Hampshire
 yeoman Plff vs Thompson Maxwell Gent^l & Joshua Maxwell yeoman
 in both of s^d Counties Deft in a plea of the Case
 for that s^d Thompson & Joshua a s^d Northampton on April last
 by their Note for Value rec'd promised s^d Edwards to pay him
 or Order Five pounds thirteen shillings by May 1st then next
 with Interest yet Deft have not paid the same but neglect
 it to the Damage of s^d Benjamin thirty dollars The Plea ap-
 pears & the Deft the three Times called to come into Court makes
 Default of Appearance here Wherefore it is considered by the
 Court that s^d Benjamin do recover against the Thompson and
 Joshua nineteen dollars & thirty three Cents Damages & Costs
 of Suit taxed at \$ 5.69 & thereof de Ex^o p^o Sep^r 20 1796

Edwards
 vs
 Maxwell & al
 Sep^r 18 1796

James Herrin of Halifax in the County of Windham & State of
 Vermont Labourer Plff vs Matthew Donelson of Colrain in
 the County of Hampshire yeoman Deft in a plea of the Case
 for that whereas s^d Donelson on May 9. 1796 was justly indebted
 to s^d Herrin in the Sum of four pounds eight shillings
 for divers Services work & Labour by the Plff for s^d Donelson
 at his Request done & performed & in Consideration thereof the
 s^d Donelson promised the Plff to pay him the same on Demand
 but has never done it to the Damage of s^d James twenty Dollars
 The Plea appears & the Deft the three Times called to come into
 Court makes Default of Appearance here Wherefore it is con-
 sidered by the Court that the said James do recover against
 s^d Matthew sixteen dollars & thirty three Cents Damages & Costs
 of Suit taxed at \$ 0.70 & thereof de Ex^o p^o Sep^r 24 1796

Herrin
 vs
 Donelson
 Sep^r 24 1796

Thomas Wells of Leyden in the County of Hampshire Trier Clerk
v. Joseph Ingells of Leyden aforesaid vs. John Deft in a Plea of
the Case for that s^d Joseph on Aug^r 21st 1796 was justly and
obliged to said Thomas in the Sum of £8. 14. 5¹/₂ p^{er} equal to
\$29. 9 1/2 for duty Goods according to the Schedule annexed
to the Writ by the Plea to said Joseph at his Request sold and
delivered & being so indebted he s^d Joseph afterwards on of
some day promised the Plea to pay him the same on Demand
yet he has never paid the same but neglects it to the Damage
of said Wells forty dollars — The Plea appears & the Deft
the three Times called to come into Court under Default of
Appearance here Wherefore it is considered by the Court that
s^d Thomas do recover against the s^d Joseph Twenty nine
dollars & eight Cents Damages & Costs of Suit taxed at \$8. 58
Thereof

Titus Dickinson of Northfield in the County of Hampshire Sheriff
and more & Moses Dickinson of the same Northfield Sheriffdom
Parties in a Shute of Reference by them entered with said Court
according to the Statute in such Case provided for. The Reference
by them chosen with John Bridgman Hugh McAllen & Hadiyah
Dickinson Esq^r now send into Court their Award viz^t "That
said Titus do recover against said Moses Sixty four dollars and
fifty Cents Damages & Cost of Reference taxed at Eight dollars
& ninety eight Cents. Costs of Court to be taxed by the Court."
Whereupon it is considered by the Court that the said Titus do re-
cover against the said Moses Sixty four dollars & fifty Cents
Damages & Cost of said Reference taxed at \$ 17. 88 and
thereof &c
Exon if 21 1796.

Zephaniah Jones of Guilford in the State of Vermont Plaintiff
 Thomas Polman of Colrain in the County of Hampshire Defendant
 in a Plea of Replevin for that P. Thomas on or about 9th 1796 and
 Colrain unlawfully & without any justifiable Cause took the
 Goods & Chattels of P. Zephaniah to wit two feather beds 24 Sheets four
 Blankets two pillows one bolster 1 Case Drawers one Table one Platter
 6 earthen plates 6 TeaCups & saucers 1 Iron pot 1 Tin kettle three
 Chairs one patch work & them hath detained to the Damage of said
 Zephaniah Fifty Dollars — The Plaintiff appears & the Defendant the three
 being called to come into Court makes Default of Appearance
 here — Wherefore it is considered by the Court that the P. Zephani-
 ah do recover against P. Thomas Judgment for the Restoration of the
 Property attached & Five Dollar Damages & Costs of suit taxed at Seven
 dollars & forty eight Cents & thereof a — Execut. Nov 15 1796

The County of New Haven, Michael & Thaddeus Jones being the major
part in interest of the Executors of a part of the Land in
their hold in the County of Hampshire called Camp Follow lying in
the outer meadow in S^o down & in a place called New Port. That
the same is of late damaged by being flooded & stagnant waters
denouncing them that to remove such a nuisance to improve
such lands it is found necessary to remove the obstructions in
the former meadow then known to drain off the same waters
that after due notice being given, there was no answer. The holders

Commissioners to view the premises & be invested with powers
necessary to remove or water & obstructions aforesaid & ~ ~ ~
Whereupon it was on the first day of this Term considered that
Manner Book of Chesterfield aforesaid should notify all persons int
erested that they appear on the fifth day of this Term to show Cause
if any they have why the prayer of s^d Petition should not be
granted & ~ ~ ~ After all which at the same Term on the 5th
day thereof, it being made to appear that due Notification has
been given & no Objections being now offered it is considered
by the Court that Mess^{rs} John Barwell Joseph Robbins Jun^r
& David Hoib Jun^r be and they be by an appointed Com
missioners according to the Statute in such Case provided, agree
able to the prayer of the foregoing Petition, with such Powers as
are pointed out in the same Statute to remove the Obstructions
complained of & to order & direct herein in all matters & aspects
as s^d Statute empowers Commissioners of Sewers to do & ~ ~ ~

John Chitteridge of Chesterfield in the County of Hampshire Pay
son & William Paley of the same Chesterfield yeoman Parties
in a Plea of the Supreme by them entered into & acknowledged as
the Statute in such Case provided directly ~ ~ ~ The Deputies by them
chosen viz William White Theobald Dupper & Nathaniel Bager now
send into Court their Award viz^t that s^d John recover against
said William Eleven Dollars & thirty nine Cents Damages
& cost of suit before a Justice being three dollars & seventy Cents
& Costs of the Supreme being eight Dollars & fifty seven Cents &
Costs of Court to be taxed by the Court ~ ~ ~ Whereupon it
is considered by the Court that the s^d John do recover against the
said William Eleven Dollars & thirty nine Cents Damages &
Costs of Court & Expense so taxed at £18¹¹ 17 & there of & ~ ~ ~
Recor^d 2^d Sep^r 17 1796 ~ ~ ~

Chitteridge
Paley
Sep^r 38 1796

Benjamin Lathrop of Worthington in the County of Hampshire
Gent^l Plaintiff vs. Mrs Spaulding of the same Worthington Gent^l Deft^h
viz a Plea as is at large set forth in the Declaration on File
The Deft^h appears & dis continues this Plea the Deft^h also appears and
agrees to take no Poth in this Case & the Action is dismissed ~ ~ ~

Lathrop
Spaulding
Sep^r 40 1796

Essex Parsons of Gosport in the County of Hampshire Gent^l Plaintiff vs.
Abel Payer of Warrington Burgh in the same County Gent^l Deft^h
in a Plea of the Gen^l for that s^d Abel ab^t Gosport on July 6th 1795
by his note for Value rec^d promised the Pl^{ff} to pay him seven
pounds (equal to £83¹¹ 33) on Demand with Interest
of s^d Abel the requested has not repaid the same but suggests it
to the Damage of s^d Ebenezer seventy Dollars The Pl^{ff} appears
& the Deft^h the three Times called to come into Court makes no Plea
of Appearance here Whereupon it is considered by the Court that the
s^d Ebenezer do recover against the said Abel Eighty three Dollars
& six Cents Damages & Costs of Suit taxed at £6¹¹ 22 & there of & ~ ~ ~
Recor^d 17th Sep^r 1797 ~ ~ ~

Parsons
Payer
Sep^r 41 1796

Edw Bryant of Chesterfield in the County of Hampshire Gent^l
Pl^{ff} vs. Maria Bryant late of s^d Chesterfield yeoman Deft^h in
a Plea of the Case for that s^d Maria ab^t Chesterfield on August
25th 1796 by her Note for Value rec^d promised the Pl^{ff} to pay
him four hundred Dollars on Demand with Interest
Prise the requested has not paid the same but suggests it to the
Damage of said Edw Bryant four hundred Dollars ~ ~ ~ The Pl^{ff} appears

Bryant
Bryant
Sep^r 42 1796

under the Fifth the three Times called to come into Court under Default of Appearance here Wherefore it is considered by the Court that P. Ed. do recover against P. Prince Four hundred and four Dollars & thirty four Cents Damages & Costs of Suit taxed at \$ 6. 58 & thereof &c.
Exonerat^d Sep^r 17 1796

Caldwell

Prattain

Sep^r 45 1796

William Caldwell of Worcester in the County of Worcester Esq^r Plaintiff
vs
William Prattain of Pelham in the County of Hampshire Yeoman Defendant in a plea of Debt for that P. Caldwell at a Court held by John Caldwell Esq^r one of the Justices of the Peace for the County of Worcester on March 15th 1799 by the Consideration of said Justice rendered Judgment against P. Prattain for six pounds nine shillings (Damage) & one pound three shillings & six pence Costs of Suit. Which Judgment remains in full Force in as was reversed annulled or satisfied altho the two Exons have issued thereon & annulment hath returned to the P^{ty} to have a recovery & Sum with four shillings for P^{ty}'s Exons yet P. Prattain the requestd has not paid the same but neglects it to the Damage of P. Caldwell forty Dollars. The P^{ty} appears and the Fifth the three Times called to come into Court under Default of Appearance here. Wherefore it is considered by the Court that the P. Caldwell do recover against the P. Prattain

Colton & al

Torrey

Sep^r 50 1796

Joseph Colton Tinner & James Broadish Physicians both of Cunningham in the County of Hampshire P^{ty} vs Adam Torrey of Cunningham Defendant Store Carpenter Debt in a plea of the Case for that P. Colton & Broadish on August 9 1796 had taken that Sum at the Request of P. Adam sold & delivered him divers Goods & mentioned in Accounts annexed to the Writ then & there in Consideration thereof promised P. Colton & Broadish to pay them as much money on Demand as they were reasonably worth & had P. P^{ty} say said Goods were worth y^t several Sums mentioned in Accounts annexed viz in the whole to £ 5. 1. 11 (equal to \$ 16. 9. 3. 6) yet said Adam the requestd has not paid the same but neglects it to the Damage of P. P^{ty} forty Dollars. The P^{ty} appears and the Fifth the three Times called to come into Court under Default of Appearance here. Wherefore it is considered by the Court that the said Joseph & James do recover against the said Adam sixteen dollars & ninety eight Cents Damages & Costs of Suit taxed at \$ 7. 19 & thereof &c.
Exonerat^d Sep^r 17 1796

Smith

Congdon

Sep^r 50 1796

Israel Smith of Hadley in the County of Hampshire Yeoman Plaintiff vs Simeon Congdon of the same Hadley Yeoman Defendant in a plea of the Case for that P. Simeon at Hadley on March 17th 1796 by his Note for Value recd promised P. Israel to pay him two pounds fourteen shillings & eight pence (viz dollars & twelve Cents) on Demand with Interest. Also for that P. Simeon at Hadley on April 18th last by his other Note for Value recd promised P. Israel to pay him or Order Two pounds (viz six dollars 58 Cents) on Demand with Interest. Yet said Simeon the requestd hath not performed his Promises but neglects it to the Damage of P. Israel thirty Dollars. The P^{ty} appears & the Fifth the three Times called to come into Court under Default of Appearance here. Wherefore it is considered by the Court that P. Israel do recover against P. Simeon sixteen dollars & twenty Cents Damages & Costs of Suit taxed at \$ 8. 00 & thereof &c.
Exonerat^d Sep^r 18 1796

Barth Lewis of Cambridge in the County of Hampshire Adm^r of
the Mort Wilson of y^e same Cambridge Carpenter Deft in a
Case as is set forth in the Declaration on this the 1st of
being three Times called to come into Court in person the Deft
defaulted & the Case is dismissed

91
Lewis
Wilson
Sep^r 57 1796

Jonathan Pelling of Conway in the County of Hampshire exor^r of
Noah Pelling Dec^t of the same Conway exor^r Deft in a Case
of Coverture broken & whereon said Jonathan says that abt Conway
on January 11th 1793 said Noah made signed sealed & delivered
to said Jonathan his Deed of that Date in which it is witnessed
that P^r Noah in consideration of 326 Dollars & 67 Cents to him
in hand paid by said Jonathan he P^r Noah did give grant con-
vey sell convey & confirm to him P^r Jonathan his heirs and
assigns a Tract or parcel of Land lying in Conway aforesaid
being part of the Lot Number forty bounded as set forth
in said Deed containing forty nine Aers & twenty six rods
to have & to hold to him P^r Jonathan his heirs & assigns and
P^r Noah covenanted that he was lawfully seized in fee of the
premises that they were free of all incumbrances that he had
good right to sell & convey the same & said Jonathan says
that P^r Noah intending subtly & craftily to deceive & defraud
him P^r Jonathan even abt seized of the before mentioned premi-
ses that they were free of all incumbrances that he had right
to sell & convey the same to the great injury of P^r Jonathan
whereby he hath lost the property thereof to the Damage of said
Jonathan three hundred & thirty dollars — The Plea appears
& the Deft No three Times called to come into Court makes no
plea of appearance here Wherefore it is considered by the Court
that P^r Jonathan do recover against the P^r Noah Three hundred
twenty six dollars & sixty seven Cents Damages & Costs of Suit
taxed abt \$ 6. 18 & thereof — Exor^r of Oct^r 10. 1796

Humbly shew David White & Cheney Tith both of Gosden in
the County of Hampshire Administrators on the Estate of
of Harviny White late of Gosden dec^d that the Debt due
from the Estate of said Deceased exceed the personal Estate
in the hands of P^r Administrators Four hundred seven
dollars & thirteen Cents & the Real Estate of P^r Dec^d was app^r
aised at \$ 2333. 39 — They therefore pray for Liberty to sell
so much of the Real Estate of P^r Deceased as shall produce
said Sum & Cost of Sale & — Which P^r Schlon being read
with the Judge of Probate of Wills in Certificate annexed thereto
It is considered by the Court that P^r Administrators be and
they ready are & are empowered to make Sale of so much of
the Real Estate of said Deceased as shall produce the Sum of
Four hundred & thirteen dollars for the purpose of paying the
Debt due from P^r Estate, they having previously advertised to do so
in the Hampshire Gazette for three weeks previous to a Sale
& conducting them selves therein as the Law in such Case
provided directs

White Adm^r
Pet^r for Sale de
Sep^r 79 1796

Stebbins &
Mildred
Sept 82 1796

Daniel Stebbins & Ralph Snow both of South Hadley in the County of
Hampshire jointly Partors in Trade with David Mitchell of the
same South Hadley a woman Debt in and for the Case for that
David on April 29 1795 by his Note for Value and promised
the Plffs to pay them or Order Five pounds sixteen shillings (equal
to nineteen dollars & thirty three cents) on demand with Interest
also for that David at S. South Hadley on June 4th last was justly in-
debted to S. Plffs in another Sum of Four dollars & forty cents for so
much money then before that Time had received by S. David to
the Plffs then & being so indebted S. David in Consideration thereof
promised the Plffs to pay them the same on Demand with Interest
yet S. David the requested has not performed either his promises
but neglects it to the Damage of S. Stebbins & Snow thirty dollars
The Plffs appear & the Debt the three Times called to come into
Court makes Default of Appearance here — Wherefore it
is considered by the Court that the said Daniel & Ralph do lie
over against the said David Seventeen dollars & seventy four
and a half cents Damages & Costs of which taxed at \$ 5.00 & 25th of
Sept 24 1796.

Phelps
Mary
Sept 83 1796

William Phelps of Easthampton in the County of Hampshire Cooper
Plff as Nathaniel Ferry of Southampton in the same County
Debt in a plea of Trespass for this that the said Nathaniel at S.
Easthampton on June 15th 1793 with Force & Arms made an Assault
on Abigail the Wife of him the S. William & her then Abigail
ravished say with & carnally knew & from the Room of the
said William took with him, whereby the said William lost
and was deprived of the Comfort & Company of his S. Wife and
other Damages committed on her against our peace —
Also for that the said Nathaniel on June 15th 1793 & at divers other
days & Times between that day & the Second day of May 1796
with Force & Arms on the said Abigail the Wife of him the S. William
did make an Assault & her the S. Abigail did then & there carnally
know & from the Room of the S. William then
did take with him whereby the said William lost & was deprived
of the Comfort & Company of his S. Wife & other Damages on her
committed against the peace of the Commonwealth & to the
Damage of S. William Three hundred & fifty dollars —

The Plff appears by Samuel Shinkley Es. in Att. & the Debt by Caleb
Strong Es. in Att. comes & defends the Force & Injury where he
and says he is not guilty in manner & Form as the Plff
both alleged & thereof justly himself on the Court try —
And the said William reserving Liberty to waive this Verdict
and that he will not review this Cause at the Supreme Court says
that the plea aforesaid is an insufficient Answer to the Declaration
whereof pray Judgment — And the said Nathaniel agree-
ing to S. Summons on the Declaration above expressed says his
plea aforesaid is sufficient & thereof pray Judgment —
And which being said by the Court understood it appears to
the Court that the plea aforesaid of S. Nathaniel by him pleaded
is equal insufficient Answer to the Declaration of the S. William &
that the said William by his plea aforesaid ought to receive
Nothing Therefore it is considered by the Court that S. William by his
plea aforesaid do receive Nothing, but that for his good says

claim to be in mercy &c. And it is further considered that S^d Nathaniel do recover against S^d William his Costs taxed at forty two dollars & seventy one cents — Whereupon S^d William by his Att^y aforesaid appeals from the Judgment aforesaid and he recognises with Sureties for S^d William's prosecuting his Appeal with Effects &c

Hubbard
21
Trask
Sept 93 1796

Samuel Hubbard of Palmer in the County of Hampshire Cord: warner Pl^{ff} vs Rufus Trask of Darnover aforesaid Defendant Deft in a plea of the Case for that S^d Trask on December 20th 1794 by his Note for Value rec^d promised one Isaac Warren to pay him on Order £ 8¹¹ But £ 11⁰⁰ (equal to \$ 27¹⁸) on Demand with Interest and said Isaac afterwards on the same day by his indorsement on S^d Note for Value rec^d ordered the Contents thereof to be paid to the Pl^{ff} whereupon S^d Trask had Notice & in Consideration thereof promised the Pl^{ff} to pay him the same accordingly — Also for that S^d Trask on July 25th 1795 by his other Note for Value rec^d promised one Isaac Warren to pay him on Order £ 2¹¹ 9 (equal to \$ 6¹¹ 96) on Demand with Interest — And S^d Isaac there on the same day by his indorsement on S^d Note for Value rec^d ordered the Contents of the same note to be paid to the Pl^{ff} whereupon said Trask had Notice & in Consideration thereof promised the Pl^{ff} to pay him the same accordingly — But S^d Trask has requested has not paid the same but neglects it to the Damage of said Samuel sixty dollars — The Pl^{ff} appears & the Deft the three Times called to come into Court makes Default of Appearance here — Whereupon it is considered by the Court that the said Samuel do recover against the said Trask Thirty seven dollars & forty cents Damages & Costs of which taxed at \$ 7⁶⁸ though &c Ex^{mp} Sept 21 1796.

Robert Shaw of Palmer in the County of Hampshire House Carpenter Pl^{ff} vs Rufus Trask of the same Palmer Defendant Deft in a plea of the Case for that S^d Trask on May 20 1794 by his Note for Value rec^d promised one Isaac Warren to pay him on Order forty five dollars & twenty four cents on Demand with interest — And said Isaac on the same day by his indorsement on said Note for Value rec^d ordered the Contents thereof to be paid to the Pl^{ff} whereupon S^d Trask had Notice and in Consideration thereof promised the Pl^{ff} to pay him said Contents accordingly — But S^d Trask has requested has not paid the same but neglects it to the Damage of said Shaw sixty dollars — The Pl^{ff} appears & the Deft the three Times called to come into Court makes Default of Appearance here — Whereupon it is considered by the Court that the said Shaw do recover against the said Trask Forty six dollars & seventy two cents Damages & Costs of which taxed at \$ 7⁶⁸ though &c Ex^{mp} Sept 21 1796.

Shaw
21
Trask
Sept 24 1796

Arnon Merick of Palmer in the County of Hampshire Gent^l Pl^{ff} vs Eliza Woodward of Wilbraham in the same County by Gent^l Deft in a plea of the Case for that S^d Eliza ab^s Wilbraham on February 15th 1796 by his Note for Value rec^d promised S^d Aaron to pay him thirty six dollars and fourty cents on Demand with Interest — But S^d Eliza has requested has not paid the same but neglects it to the Damage of said Aaron sixty dollars — The Pl^{ff} appears & the

Merick
21
Woodward
Sept 95 1796

Depth the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Aaron do recover against the said Oliver Thirty seven Dollars & forty Cents Damages & Costs of Suit taxed at Dollars 7th 2 & thereof &c
Ex^{ra} of Sep^r 21. 1796

Banks

Marston

Sep^r 10th 1796

Henry Banks of Richmond in the County of Henrico & Common wealth of Virginia Ex^{ra} of Sep^r 10th 1796 John Marston of Boston in the County of Suffolk & Manchester Dept in and for the Case for that said John at Northampton on January 1st 1792 in Consideration that he the said John had then before that Time received into his possession five hundred & twenty dollars of New Hampshire Bells so called of the State of New Hampshire of the Value of five hundred Dollars of the proper Goods of the Plaintiff then & there promised the Plaintiff to deliver over & pay the said new Hampshire Bells to the Plaintiff or his Order when or after he should be thereunto requested Yet said John the often times requested hath never delivered the same Bells to the Plaintiff or his Order or any way performed his said promise but unjustly neglects & refuses to do it to the Damage of said Henry six hundred dollars The Plaintiff appears & the Depth the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Henry do recover against the said John Four hundred & twenty dollars Damages & Costs of Suit taxed at \$ 10.1 & thereof &c
Ex^{ra} of Sep^r 20 1796

Lombard & al

Chapin

Sep^r 10th 1796

Justin Lombard & Daniel Lombard both of Springfield in the County of Hampshire Shadon Phelps Ephraim Chapin of said town in the same County Grantth Dept in a plea of the Case for that s^d Ephraim on January 4. 1796 by his Note for Value rec^d promised the Plaintiff to pay them then & there four hundred & eighty seven pence equal to \$ 46. 44 on Demand with Interest Yet s^d Ephraim has not paid the same the requested but neglects it to the Damage of Justin & Daniel seventy dollars The Plaintiff appears & the Depth the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Justin & Daniel do recover against s^d Ephraim Forty eight dollars & twenty nine Cents Damages & Costs of Suit taxed at \$ 8. 69 & thereof &c
Ex^{ra} of Sep^r 20 1796

Grosvener & al

Booley

Sep^r 11th 1796

Willard Grosvenor of Suffolk in the County of Hartford & State of Connecticut against s^d Eli Ball of West Springfield in the County of Hampshire Heoman Phelps v. Aarajah Booley of West Springfield in the County of Hampshire Husbandman Dept in a plea of the Case for that s^d Aarajah on March 11 1795 by his Note for Value rec^d promised the Plaintiff to pay them twelve pounds equal to forty dollars by September 1st then next with Interest yet s^d Aarajah the requested has never paid the same but neglects it to the Damage of said Willard & Eli forty dollars The Plaintiff appears & the Depth the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the s^d Willard and Eli do recover against the s^d Aarajah
and Costs of Suit taxed at \$ 7. 93 & thereof &c

Benjamin Platt of Springfield in the County of Hampshire Countyman
Platt vs David Flood of Ashby in the County of Middlesex Husbandman Debt
in a plea of Treple for that David at Springfield on June 25th
1794 with Force & Arms took & drove away one red cow of the price
of twenty five dollars two red & white Steepers of the price of twenty
three dollars each of the proper Goods & Chattels of Benjamin contrary
to Law &c also for that David at Springfield aforesaid on June
5th 1796 with Force & Arms took & drove away one yoke of Steers
of the price of sixty Dollars one other Yoke of Steers of the price of
thirty dollars & one other Yoke of Steers of the price of thirty dollars
all marked in the Ears with a crop off the Left & a Rib in the
right Ear all of the proper Goods & Chattels of Benjamin and
the wrongs & injuries to Benjamin thus done contrary to
Law &c & to the Damage of Benjamin five hundred dollars
The Plaintiff appears & the Defendant three Times called to come into Court
makes Default of appearance here Wherefore it is considered
by the Court that Benjamin do recover against David
One hundred Dollars Damages & Costs of Suit taxed at \$11.25
& thereof &c
Exon of Sep 20 1796.

Platt
Flood
Sep 11 1796

Samuel Mathis of Westfield in the County of Hampshire Esq Plaintiff
vs Isaac Stacey of the same Westfield yeoman Debt in a Plea of
the Case for that Isaac on November 18th 1793 by his Note for
Value recd promised the plaintiff to pay him or Order Five pounds
thirteen shillings & nine pence legal to \$12.29 on Demand
with Interest Yet the requested said Isaac has never paid the
same but neglects it to the Damage of Samuel eighteen dollars
The Plaintiff appears & the Defendant three Times called to come into Court
makes Default of appearance here Wherefore it is considered by
the Court that Samuel do recover against Isaac Fourteen
dollars & twenty five pence Damages & Costs of Suit taxed at
Dollars \$1.91 & thereof &c
Exon of Sep 20 1796.

Mathis
Stacey
Sep 12 1796

Samuel Sexton of Hartford in the County of Hartford & State of Conn
of Commercial Shopkeeper Plaintiff vs John Cotton of Longmeadow
in the County of Hampshire Husbandman Debt in a Plea of Collon
the Case for that John on April 28th last by his Note payable
received promised one Stanun Cooley to pay him or Order
four hundred dollars & ten cents on Demand with Interest and
the said Stanun on the day aforesaid made his Indorsement
on the same Note & appointed the Contents thereof to be paid to
the Plaintiff of which John had notice & no consideration thereof
promised the Plaintiff to pay him the same on Demand yet the
requested John has not paid the same but neglects it
to the Damage of Samuel twenty Dollars The Plaintiff appears
& the Defendant three Times called to come into Court makes
Default of appearance here Wherefore it is considered by the
Court that Samuel do recover against John four hundred
dollars & twenty six cents Damages & Costs of Suit taxed at
\$0.39 & thereof &c
Exon of Sep 20 1796

Cotton
Sexton
Sep 16 1796

Aaron Clapp of Southampton in the County of Hampshire
yeoman & Aaron Clapp of Southampton in the County of Hampshire
Platt vs Isaac Stacey of Southampton aforesaid Husbandman Debt
in a Plea of the Case for that Isaac at Northampton on August 18th
last was jointly indebted to the plaintiff in the sum of four hundred
dollars & twenty five pence to purchase sundry goods wares
& merchandises upon that Isaac by the Plaintiff &c Isaac & his agents

Clapp
Stacey
Sep 11 1796

sold & delivered, & in Consideration thereof & Isaac promised the
Plffs to pay them the same sum whenever after he should be requir-
ed & yet the requested said Isaac hath never paid the same but
neglects it to the Damage of said Aaron & Aaron Twenty five dollars
The plffs appear & the Defth the three Times called to come into
Court makes Default of appearance here Wherefore it is con-
sidered by the Court that the plffs do recover against the said
Isaac Seventeen dollars & thirty eight Cents Damages & Costs of
Suit taxed at \$ 5.93 & there of &c Ex. up Sep. 20 1796

Blap & al
vs
Hammum
Sep. 120 1796

Aaron Blap of Bathampton in the County of Hampshire, Trade-
r & Hammum of Southampton in the County of Hampshire Trade plffs vs Tim-
othy Hammum of Bathampton aforesd. yeoman Defth in a plea of the
Case for that Timothy on April 5th last by his note promised
the plffs to pay them or Order Four pounds nineteen shillings and
six pence (equal to \$ 16.58) on Demand with Interest yet
said Timothy the requested has never paid the same but
neglects it to the damage of the plffs twenty dollars
The plffs appear & the Defth the three Times called to come into Court
makes Default of appearance here Wherefore it is considered by
the Court that the said Aaron & Aaron do recover against said
Timothy Seventeen dollars Damages & five dollars twenty seven
Cents Costs of Suit & there of &c Ex. up Sep. 20 1796

Dwight
vs
Woodward Adm^r
Sep. 121 1796

Jonathan Dwight of Springfield in the County of Hampshire Esq^r
Plff vs. Obadiah Woodward of Wilbraham in the County of Hampshire aforesd. Widow
& Administratrix on the Estate of Aaron Woodward late of Wilbra-
ham dec'd Defth in a plea of Debt for that Jonathan before
the Justices of the Court of Common Pleas for the County of
Hampshire at September Term A.D. 1794 by the Consideration
of the Court recovered Judgment against said Obadiah as Adminis-
tratrix aforesaid for £ 49. 6. 2 equal to \$ 164. 68 and
£ 2. 5. 5 (equal to \$ 7.57) Costs of Suit whereof said Obadiah
is convicted, which Judgment remains in full Force not reversed
annulled or satisfied & the an Execⁿ has been issued of the price
of one shilling yet the return day thereof has been long past
& only the return of £ 20. 15. 5 (equal to 69 Dols. 24 Cents paid
& indorsed thereon & the balance of said Sum remains wholly
unpaid whereupon Aaron has accused by Jonathan to have &
recover the balance of said Sum of said Obadiah yet said Obadiah
the often requested has never paid the same but neglects it
to the Damage of said Jonathan One hundred & fifty dollars
The plff appears & the Defth the three Times called to come into
Court makes Default of appearance here Wherefore it is
considered by the Court that said Jonathan do recover
against the said Obadiah in her Capacity One hundred &
fifty dollars & Twenty nine Cents Damages & Costs of Suit
taxed at \$ 7.57 & there of &c Ex. up Sep. 20 1796

Leavitt
vs
Leavitt
Sep. 125 1796

Thaddeus Leavitt of Springfield in the State of Connecticut Plff vs
Jos^{ph} Lee of Westfield in the County of Hampshire Sheriff Defth on
a Plea of the Case for that Jos^{ph} Lee on March 8th 1795 by his
note for value rec'd promised the plff to pay him on October 20th
then next seven pounds thirteen shillings & seven pence equal
to \$ 25. 56 with interest yet the requested Jos^{ph} Lee hath never
paid the same but neglects it to the Damage of said Thaddeus Thirty
nine dollars &c The plff appears & the Defth the three Times called

to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Traddens do recover against the said Solomon Twenty seven dollars & eighty six Cents Damages and Costs of Suit taxed at \$7.49 & thereof &c

Exon of Sep 20 1796

Isaac Clark of Ludlow in the County of Hampshire upon Petition of Joseph Andrews yeoman & Joseph Paddle Lord yeoman both late of Ludlow in said County of Hampshire of the Case for that said Isaac & Joseph on September 4. 1795 by their Note for Value recd promised the Pet to pay & deliver him Eighty two pounds ten shillings L^{ts} equal to \$275 in good sound merchantable Bar Iron by January 1st 1796 with Interest yett & Deflt the requested has not performed this said promise but neglects it to the Damage of said Isaac four hundred dollars The Pet appears & the Deflt the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Isaac do recover against the said Joseph & Joseph Bar hundred forty five dollars & eighty six Cents Damages & Costs of Suit taxed at \$10.30 & thereof &c

Exon of Sep 20 1796

Alexander Bluff of Springfield in the County of Hampshire Tanner Pet of Charles Eddy of Patuxet in the same County yeoman Deflt in a plea of the Case for that Charles on November 29. 1794 by his Note for Value recd promised on Demand Damages to pay him or Order Fifty pounds & five shillings equal to \$50.03 with Interest to be paid by the first of April 1796 and the said Eddy afterwards on the same day by his endorsement assigned the said Note to Alexander & appointed said Charles to pay the Contents to Alexander of all which said Charles then & there had Note & in Consideration thereof & partly fully promised Alexander to pay him the same according to yett the requested & Charles has never paid the same but neglects it to the Damage of Alexander seventy dollars The Pet appears & the Deflt the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Alexander do recover against the said Charles Eighty six dollars & thirty six Cents damages & Costs of Suit taxed at \$7.15 & thereof &c

Exon of Sep 20 1796

Asher Sharr of East Hartford in the State of Connecticut Joiner Pet of George Hawthorn of Springfield in the County of Hampshire yeoman Deflt in a plea of the Case for that George on January 21st 1794 by his Note for Value recd promised said Asher to deliver him nine hundred feet of good Steved Square Timber & also one thousand feet of good oath boards & six hundred feet of good Plowwork & saved three inches by five by May 1st 1795 & yett George has never performed his said promise but neglects it to the Damage of Asher thirty dollars The Pet appears & the Deflt the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Asher do recover against said George thirty Dollars Damages & Costs of Suit taxed at \$8.28 & thereof &c

Exon of Sep 20 1796

J Merril
21
J Merril
Sep 131 1796

Luke Merril of Portland in the County of Hampshire Gent^l Plaintiff
vs
Stephen Merril of Springfield in the County of Essex Defendant
in a plea of the Case for that said Stephen on Jan^y 3 1794 by his Note for Value rec^d promised the Plaintiff to pay to & deliver him twenty by pounds worth of good merchantable beef cattle with Interest which sum is equal to \$66.67 Yet Stephen the requested has never performed his said promise but neglects it to the Damage of said Luke one hundred dollars The Plaintiff appears & the Defendant the three Times called to come into Court under Default of Appearance here Wherefore it is considered by the Court that the said Luke do recover against the said Stephen sixty four dollars & six pence & costs of Suit taxed at \$7.45 & there of do Exec^{ut} Sep^r 16 1796

Goodnew
21
Brown
Sep 132 1796

Luke Goodnew of Whitingham in the State of Vermont Husband and Plaintiff
vs
Consider Brown of Rowe in the County of Hampshire Husband and Defendant
in a plea of the Case for that said Consider on October 14th last by his Note for Value rec^d promised the Plaintiff to pay him or Order thirty five dollars & one third of a Dollar on Demand with Interest yet Consider the requested has not paid the same but neglects it to the Damage of said Luke sixty dollars The Plaintiff appears & the Defendant the three Times called to come into Court under Default of Appearance here Wherefore it is considered by the Court that the said Luke do recover against the said Consider thirty seven dollars & twenty seven cents Damages & costs of Suit taxed at \$9.15 & there of do Exec^{ut} Sep^r 16 1796

Sprague
21
Potter
Sep 134 1796

Benjamin Sprague of Portland in the County of Hampshire Plaintiff
vs
Joseph Potter of Portland of said County Defendant
in a plea of the Case for that said Joseph on March 9 1795 by his Note for Value rec^d promised the Plaintiff to pay him or Order four pounds ten shillings (equal to \$15.84 in beef cattle by October 1st 1795 with Interest yet said Joseph the requested has never paid the same but neglects it to the Damage of said Benjamin thirty dollars The Plaintiff appears & the Defendant the three Times called to come into Court under Default of Appearance here Wherefore it is considered by the Court that the said Benjamin do recover against said Joseph seventeen dollars & twenty seven cents Damages & costs of Suit taxed at \$7.93 & there of do Exec^{ut} Sep^r 16 1796

Billings
21
Stevens
Sep 146 1796

Barnabas Billings of Northfield in the County of Hampshire Plaintiff
vs
Martin Stevens of Wauwat in the same County Defendant
in a plea of the Case for that said Stevens at Wauwat on December 5th 1794 by his Note for Value rec^d promised the Plaintiff to pay him or Order four pounds ten shillings (of the Value of fifteen dollars) on Demand with Interest Also for that said Martin on May 13 last by his other Note for Value rec^d promised the Plaintiff to pay him three dollars & ninety cents on Demand with Interest yet said Martin the requested has never paid the same but neglects it to the Damage of said Barnabas thirty dollars The Plaintiff appears & the Defendant the three Times called to come into Court under Default of Appearance here Wherefore it is considered by the Court that the said Barnabas do recover against the said Martin twenty dollars & fifty five cents Damages & costs of Suit taxed at \$10.15 & there of do Exec^{ut} Sep^r 21 1796

George Burroughs of Boston in the County of Suffolk March 2nd 1796
vs. Silas Norton of Northfield in the County of Hampshire Decem^r 1795
in a plea of the Case for that s^d Silas at Northfield aforesaid on August
18th 1796 by his Note for Value rec^d promised the P^{ty} to pay him
minuten dollars forty seven Cents & five mills on demand with
Interest Yet the requested s^d Silas has not paid the same but
neglects it to the damage of s^d George forty dollars The P^{ty} ap^r
pears and the Def^t the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered
by the Court that the said George do recover against the said
Silas minuten dollars & forty seven Cents Damages & Costs of
Suit taxed at Dollars 7¹¹ 25 & thereof do Execution Sep^r 21 1796

George Burroughs of Boston in the County of Suffolk March 2nd 1796
vs. Oliver Stratton of Northfield in the County of Hampshire Decem^r 1795
in a plea of the Case for that s^d Oliver on August
15th 1796 by his Note for Value rec^d promised the P^{ty} to pay
him or Order Seventeen dollars & eighty seven Cents on Dem
and with Interest Yet the requested s^d Oliver & Sum has
not paid but neglects it to the Damage of s^d George thirty
six dollars The P^{ty} appears & the Def^t the three Times called to
come into Court makes Default of Appearance here Wherefore
it is considered by the Court that the said George do recover against
the said Oliver Seventeen dollars & eighty seven Cents Damages
& Costs of Suit taxed at \$ 7¹¹ 25 & thereof do Execution Sep^r 21 1796

Nathan Grosvenor of Dorset in the State of Connecticut Trus^r P^{ty} Grosvenor
vs. Eliza White of Royalton in the County of Worcester Decem^r 1795 White
in a plea of the Case for that s^d Eliza on February 5th last
by his Note for Value rec^d promised the P^{ty} to pay or deliver
him or Order forty five thousand good shingles 15 Lumber long
of good quality & thickness in May next after s^d date of said
Note at some place & six pieces of Lumber, & on failure thereof
to pay him £ 21¹¹ 6 (equal to \$ 71¹¹ 25¹¹) with Interest Yet
said White the requested has not performed his said promise
but neglects it to the Damage of s^d Nathan one hundred & forty
dollars The P^{ty} appears & the Def^t the three Times
called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court
that the said Nathan do recover against the s^d Eliza Seventy
three dollars & seventy four Cents Damages & Costs of Suit
taxed at Dollars 8¹¹ 31 & thereof do Execution Sep^r 21 1796

Thomas Wood born of Putney in the State of Vermont Trus^r Wood born
vs. Benj^l Hatelstone of Waveret in the County of Hampshire Hatelstone
Physician Dec^r in a plea of the Case for that s^d Benjamin
on March 4th 1795 by his Note for Value rec^d promised
the P^{ty} to pay him or Order in three months five pounds of
the Value of sixteen dollars & sixty six Cents with Interest
all paid Yet the requested said Benjamin & Sum
has not paid but neglects it to the Damage of said
Thomas forty dollars The P^{ty} appears & the Def^t the three
Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the said
Thomas do recover against s^d Benjamin eighteen dollars &
twenty five Cents Damages & Costs of Suit taxed at \$ 8¹¹ 89 and
thereof do Execution Sep^r 21 1796

Word
Smith & L
Sept 155 1796.

Samuel Word of Lancaster in the County of Worcester Gent^r vs
Daniel Smith & Chester Smith both of Hawley in the County of Hampshire
Groom Defts in a Plea of the Case for that s^d Defts on May 21. 1795
by their Note for Value rec^d promised the Plff to pay him or Order
fifteen pounds sixteen shillings (of the Value of fifty two dollars and
fifty Cents) on Demand with Interest. Yet the requested s^d
Daniel & Chester nor either of them have paid the same but neglect
it to the Damage of said Samuel One hundred dollars. The Plff
appears & the s^d Defts the three Times called to come into Court
make Default of Appearance here. Wherefore it is considered
by the Court that s^d Samuel do recover against the s^d Daniel and
Chester fifty six dollars & sixty two Cents Damages & Costs of
Suit taxed at \$ 9.9 & thereof &c. Term of Sept 21 1796

Johnson
Wilder
Sept 157 1796

Asa Johnson of Leominster in the County of Worcester Gent^r vs
Phebe Wilder of Heath in the County of Hampshire singlewoman Deft
in a Plea of the Case for that s^d Phebe on March 21st 1794 by her
Note for Value rec^d promised one Joseph Brown Gen^r to pay him
or Order Twelve pounds sixteen shillings & four pence (of the
Value of forty two dollars & eighty nine Cents) on Demand with Interest
And s^d Brown then afterwards on the same day by his Indorsement
on said Note ordered the Contents to be paid to the Plff whereof
s^d Phebe had Notice & in Consideration thereof promised the Plff
to pay him the same on demand. Yet the requested s^d Phebe
has not paid the same but neglects it to the Damage of said
Asa seventy dollars. The Plff appears & the Deft the three Times
called to come into Court make Default of Appearance here
Wherefore it is considered by the Court that s^d Asa do recover
against s^d Phebe Thirty dollars & sixty one Cents Damages and
Costs of Suit taxed at \$ 9.19 & thereof &c. Term of Sept 21. 1796

Wright
Garnwell
Sept 162 1796

Joshua Wright of Chester in the County of Hampshire Farmer Plff vs
Samuel Garnwell of the same Chester Mason Deft in a Plea of the
Case for that s^d Samuel on December 30 1795 by his Note for
Value rec^d promised the Plff to pay him or Order Eighteen
dollars thirty three Cents & five mills by July 15th then next with
Interest. Yet the requested said Samuel hath not performed his said
promise but neglects it to the Damage of s^d Joshua forty dollars.
The Plff appears & the Deft the three Times called to come into Court
make Default of Appearance here. Wherefore it is considered that
s^d Joshua do recover against s^d Samuel Nineteen dollars seven Cents
Damages & Costs of which taxed at Dollars 7.16 & thereof &c.
Term of Sept 22 1796.

Ladd
Lee
Sept 168 1796

Phineas Ladd of Coventry in the County of Holland & State of
Connecticut Plff vs Solomon Lee of Westfield in the County
of Hampshire single Deft in a Plea of Debt that the Plff
the Deft owes £ 311.5.7 equal to \$ 30.93 which to the Plff
he owes & from him detains whereon the Plff declares & says
that before of Court of Common Pleas holden at Hartford in & for
Hartford County on s^d Thursday of November 1794 by the Consi
deration of s^d Court adverse Judgment against the Deft for the
sum of five pounds six shillings & six pence & that s^d Deft
at £ 31.19.7 on which he hath allowed to the Plff to him & recover
said sum being £ 31.5.7. And the Deft neglects & refuses to
pay the same to the Damage of s^d Phineas thirty one dollars.

96

Mexico
 21
 Barnes
 Sep. 16. 1796

People's Association of Blanford in the County of Hampshire Gent. At Water
Sept. 21. James Minnoch of the same Blanford yeoman & Deft in
a Plea wherein I Throfel demands against S. James a Minnoch's
piece of land lying in S. Blanford containing thirty Sep. 16th 1796
Acres bounded with a monument at S. South East Corner
of Ephraim Gibbs Land running Westward on S. Gibbs
Land to Land of Instant Ashmole & thence Southward on S.
Ashmole's Land so far as to make 30 Acres thence easterly
parallel to S. Gibbs Line to the Road & thence over Road
to the parish Station with the Appurtenances; as the right &
Inheritance of S. Throfel and into which S. James hath
not Entry but by Deft in by him unjustly is committed
& whereon S. Throfel complains that S. James within 30 years
now last past was seized of S. Tract of Land in his De-
mewne as of fee by his certain Deed poll by him executed
sealed with his seal duly acknowledged & recited in Counterser-
tion of Thirty pounds (equal to one hundred Pounds) to him
in hand paid by said Throfel did give grant bargain
sell convey & confirm unto S. Throfel his heirs & the
Heirs of Land to have & to hold S. Granted & bargained
Promises with the Covenants &c. to him S. Throfel his heirs &
Assigns to him & his heirs sold &c. beneficially for evermore
by Virtue whereof S. Throfel on the same day became seized
of S. Tract of Land with the Appurtenances in his Demewne
as of fee taking the profits thereof to the Value of Ten Shillings
by the year, which Deed had a Condition annexed, that if the
said James his heirs &c. should within ten years pay S. Throfel
his heirs &c. £12th 15.0 equal to \$42th 50 equal to his Note
& also £15th 15.8 equal to \$35th 94 with Interest agreeable to
one other Note given by S. James to John & Throfel Titwater

then said Deed to be void & and said Rufel say, that P James
the others requested has not paid either of P James but has neglected
I refused to do it I has suggested & without judgement enter
into the same defunct & Rufel of P Trach of Land & still
neglectly hold him out to the Damage of P Rufel two hundred
Dollars — The Ref appears & the Ref the three Times called to
come into Court makes Default of appearance here wherefore
it is considered by the Court that the P Rufel do recover against
the P James Possession of the Demand premises unless P James
shall in two months pay P Rufel One hundred & four Dollars &
Court an Court Damages & Costs of Suit taxed at \$6.22 &
thereof &c.

Simmet

Stebbins & al
Sept 16th 1796

Sam Simmet of Blanford in the County of Hampshire from P
Daniel Stebbins yeoman & Sam Stebbins Laborer both of Blanford
in the same County Depts in a plea of the Case for that P Daniel
& Sam Stebbins on November 9th last by their Note for Value recd
promised P Simmet to pay him twenty four dollars & twenty
nine Cents in five months with the full paid yet P Depts
the requested have not performed their P promise but neglect
it to the Damage of P Simmet forty Dollars — The Ref ap
pears & the Ref the three Times called to come into Court makes
Default of appearance here — wherefore it is considered by the
Court that P Simmet do recover against the P Daniel & Sam
Stebbins Twenty six dollars & two Cents Damages & Costs of
Suit taxed at \$7.74 & thereof &c. Rem'd Sept 19 1796

Warner

Bartlett
Sep 17th 1796

Asher Warner of London in the County of Berkshire from
& Geo Bartlett Jun^r of Blanford in the County of Hamp
shire yeoman Parties in a Sub of the presence by them entered
into & acknowledged according to the Statute in such Case made &
recorded — The witnesses viz Sam Lopez & Lemuel and
Isaac Swager now send into Court their Award that P Asher have
& recover against P Ebenezer Ten dollars Damages & twenty one
dollars & seventy seven Cents Costs of Suit the Costs of Court to
be taxed by the Court — which Award is by the Court accep
ted & it is thereupon considered by the Court that P Asher do
recover against P Ebenezer Ten Dollars Damages & Costs of
Reference & Court taxed at \$28.42 & thereof &c.
Rem'd Sept 19 1796

Chapin

Stevens
Sep 17th 1796

Oliver Chapin of Brage in the County of Hampshire Trades
Man & Martin Stevens of Waverlet in the County of Hamp
Depts in a plea of the Case for that P Martin on January 19th
last by his Note for Value recd promised the Depts to pay him
or Order Eighteen dollars on demand with Interest yet said
Martin the requested has not paid the same but neglect
it to the Damage of said Oliver forty Dollars — The
Ref appears & the Ref the three Times called to come into
Court makes Default of appearance here wherefore it
is considered by the Court that the P Oliver do recover
against the said Martin Eighteen dollars & seventy Cents
Damages & Costs of Suit taxed at \$9.73 & thereof &c.
Rem'd Sept 19 1796

John Worthington of Springfield in the County of Hampshire Esq. Plaintiff vs. Eliakim Miller of Granville in the same County Defendant Debt in a Plea of the Case for that the said Eliakim at said Springfield on May 9th 1793 by his note for value recd promised & solemnly agreed to pay him Twenty six pounds fourteen shillings & one penny (equal to Eighty nine dollars one Cent & five mills) on Demand with Interest Yet the said Eliakim the requested has never paid the same but neglects it to the Damage of said John One hundred & thirty dollars The Plea appears & the Debt the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the Plaintiff do recover against the Defendant One hundred & thirty dollars & fifty two Cents Damages & Costs of Suit taxed at \$7.51 & thereof Ex. p. Sept. 19. 1796

Lebina Stebbins & Thomas Stebbins both of Springfield in the County of Hampshire Joint Traders Plaintiffs vs. Isaac Smith of West Springfield in the same County Defendant Debt in a Plea of the Case for that Isaac at said Springfield on August 1st last being justly indebted to the Plaintiffs in the Sum of Thirty one dollars & fifty six Cents for Goods delivered and delivered to him at their request in Consideration thereof of which they promised the said Lebina & Thomas to pay them the same whenever they requested to the Damage of said Lebina & Thomas fifty dollars The Plea appears & the Debt the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Lebina & Thomas do recover against the said Isaac Thirty one Dollars & fifty six Cents Damages & Costs of Suit taxed at \$6.91 & thereof Ex. p. Sept. 19. 1796

George Colton of Longmeadow in the County of Hampshire Plaintiff vs. Ephraim Oliver Colton of the same Longmeadow Defendant Debt in a Plea of the Case for that Ephraim on September 17th 1795 by his note for value recd promised & solemnly agreed to pay him thirty Spanish milled dollars on Demand with Interest Yet said Ephraim the requested has never paid the same but neglects it to the Damage of said George sixty dollars The Plea appears & the Debt the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said George do recover against the said Ephraim Thirty one dollars & seventy five Cents Damages & Costs of Suit taxed at \$7.45 & thereof Ex. p. Sept. 19. 1796

Joseph Lathrop of West Springfield in the County of Hampshire Plaintiff vs. Anne Clark & Elizabeth Douglass of Springfield in the same County Defendants Debt in a Plea of the Case for that the said Anne Clark & Elizabeth Douglass on November 1st 1793 they received Judgment against the said Joseph Lathrop for the Sum of eight dollars & twenty Cents & four mills which to them he owes and from them unjustly retains & withholds the said Joseph & Elizabeth say that at a Court held at Boston before William Richardson Esq. one of the Justices of the Peace for the County on December 9th 1793 they received Judgment against the said Joseph for the Sum

of \$10.11, 2.3 Damages & Costs taxed at 18/- which together are equal to \$68.20.4 whereof \$10.11 is awarded which Judgment yet remains in full Force not paid satisfied or reversed where by Likon has accrued to the Plaintiff to demand & have of \$10.11 the sum aforesaid (Yps Noah the requested has never paid the same but brought it all to the Damage of \$10.11 Joseph & Elizabeth unity dollars The Plaintiff and the Defendant the three Times called to come into Court make Default of appearance here wherefore it is considered by the Court that \$10.11 & Elizabeth do recover against the Plaintiff seventy nine dollars & forty one cents Damages & Costs of Suit taxed at \$7.59 & thereof do
Exon ip Sept 19 1796

Bliss
N^o parish in
Wilbraham
Sep 189 1796

And Bliss of Wilbraham in the County of Hampshire this Landman Plaintiff is the Inhabitant of the North Parish in Wilbraham in S^o County Defendant in a plea of the Case for that S^o Inhabitant on August 1st last were jointly indebted to said Abel in the sum of thirty one dollars for so much money the said Inhabitant then before that time had had & received to the Use of the said Abel & being so indebted S^o Inhabitant in Consideration thereof promised S^o Abel to pay him the same sum whenever after thereof requested Yps S^o Inhabitant the often requested have never paid the same but neglect it to the Damage of said Abel fifty dollars — The Plaintiff appears by John Hooker Esq^r his Att^y and the Defendant by Caleb Strong Esq^r their Att^y.

come & defend &c and say they never promised in manner & form as the Plaintiff hath alledged & thereof justify themselves on the Country — And the Plaintiff reserving Liberty to waive this Demurrer & join the Issue tendered at the Trial by Appeal says the plea aforesaid is an insufficiency answer to the Plaintiff Declaration & thereof pray Judgment — And the S^o Inhabitant say that their Plea aforesaid is sufficient & thereof pray Judgment All which being seen & understood by the Court it appears to the Court that the plea aforesaid of the S^o Inhabitant by them pleaded is a full & sufficient answer to the Declaration of the Plaintiff & that he the Plaintiff by his plea aforesaid ought to receive nothing Therefore it is considered that S^o Abel by his plea aforesaid do receive nothing but that for his groundless Claim he be in money &c And it is further considered that the S^o Inhabitant do recover against S^o Abel their Cost taxed at

After all which the said Abel by his Att^y aforesaid appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of September Instant and he renounces with him his said Abel prosecuting the same to Effect &c

Willson

Mitchell

1st 102 1796

Martha Childs of West Springfield in the County of Hampshire Plaintiff is the Inhabitant of the Parish of Westfield in S^o County Defendant in a plea of the Case for that S^o Inhabitant on May 20th 1793 by his Wife for Value recd promised S^o Martha to pay her or Order — \$40.00 (equal to forty second dollars & 32 Cents) within twelve months with Interest Yps said Inhabitant the aforesaid has never paid the same but neglect it to the Damage of S^o Martha thirty dollars — The Plaintiff appears & the Defendant the three Times called to come into Court make Default of appearance here wherefore it is considered by the Court that the said Martha do recover against the said Inhabitant twenty three dollars Damages & Costs of Suit taxed at \$1.00 & thereof do
Exon ip Nov 16 1796

98
Isabel Smith of Burlington in the State of Vermont Plaintiff
vs. Edward James Park of Ellsworth in the County of Hamp-
shire Defendant in a plea of the Case for that's Pleaded on
March 14. last by his Note for Value and promised said
Isabel to pay him or Order Twenty pounds nine shillings
equal to sixty eight Dollars & seventeen Cents on demand with
Interest yet's Edward the requested has never paid the same
but neglects it to the Damage of s^d Isabel One hundred & forty
Dollars. The Dep appears & the Dep't the three Times called
to come into Court makes Default of Appearance here
Wherefor it is considered by the Court that the s^d Isabel do
recover against the said Edward Twenty dollars & twenty one
Cents Damages & Costs of Suit taxed at \$ 0. 31 & there of a
Ex. p^t Sept 20 1796

Gibbs
vs
Gunn
Sep. 198 1796

Solomon Gibbs of New Salem in the County of Hampshire Plaintiff
vs. William Gunn of Batham in the County of Worcester
Defendant in a plea of the Case for that's William on
February 12th 1795 by his Note for Value and promised said
Solomon to pay him or Order Eighty pounds four shillings &
four pence (equal to two hundred & sixty seven dollars and
thirty nine Cents) on or before May 20th then next with
Interest yet's William the requested hath never paid
the same but neglects it to the Damage of s^d Solomon
Three hundred dollars. The Dep appears & the Dep't the
three Times called to come into Court makes Default of Ap-
pearance here Wherefor it is considered by the Court that
the said Solomon do recover against the said William
Two hundred & three Dollars & seventy five Cents Damages
& Costs of Suit taxed at \$ 8. 16 & there of a
Ex. p^t Sept 22^d 1796

Isaiah Hemmingway Jun^r of New Salem in the County of
Hampshire Plaintiff vs. Rufus Trask of Sabine in the
County of said Vermont Defendant in a plea of the Case
for that said Rufus on September 17. last by his Note
for Value and promised s^d Joshua to pay him or his
Order Twenty six dollars & sixty seven Cents in one month
with Interest yet's Rufus the requested has not paid
the same but neglects it to the Damage of s^d Joshua
fifty dollars. The Dep appears & the Dep't the three
Times called to come into Court makes Default of Ap-
pearance here Wherefor it is considered by the Court that
the said Joshua do recover against the s^d Rufus Twenty
eight Dollars & twenty seven Cents Damages & Costs of
Suit taxed at \$ 7. 48 Ex. p^t Sep 23 1796

Hemmingway
vs
Trask
Sep. 199 1796

Davenport
21
Rand
Sep^r 203. 1796

Thurpus Davenport of Boston in the County of Hampshire March^h
Pet^r vs. Aaron Baron of Deerfield in the County of Hampshire Petitioner
Deft in a plea of Ejectment wherein the Petitioner demands against
the said Baron a piece of Land in Wendell in the County of Hampshire
bounded North & partly on the East by Land of John Ross partly on
the East & on the South by Land late of Presabel Widely westwardly on
the Town Road beginning at Stake & Stony on the Road aforesaid
& running East 138 rods to a Watermark Tree marked 88 thence run-
ning South sixty four rods to a Black Birch Tree marked 88 thence
running West one hundred & fifty five rods & an half to a
Stake & Stony on the Road aforesaid, thence running northward by the
Road to the first mentioned Station being the same Land which was
conveyed to the Baron by Deed from his Father Baron of Wendell
aforesaid dated April 25. 1793 containing about fifty Acres - And
whereon the Petitioner says that on November 4th 1794 the Baron being
seized in fee of the premises by his Deed under his hand & Seal duly
registered & acknowledged granted bargained & sold to the Petitioner the
said Premises to hold to him his heirs & assigns forever
by Virtue of which the Petitioner became seized of the same Land on
Condition however if the Baron should pay to the Petitioner his heirs or
the contents of a Note of hand given by the Baron to the Petitioner for three
hundred & thirty three dollars thirty three Cents & one third of a Cent
in one year from the Date with Interest - And said Petitioner says
that said Baron hath never paid the same Sum & that the Deed
aforesaid is in full Force & that the Petitioner ought to have possession
of the aforesaid premises but that the said Baron hath unjustly and
without Judgment entered therein & dispossessed the Petitioner and
unjustly detoured him & holds him out three years to the Damage
of the Petitioner five hundred dollars - The Petitioner appears at the Deft^h
the three Times called to come into Court neither Defendant of Appearance
here Wherefore it is considered by the Court that the Petitioner do
recover against the said Aaron seizure & Possession of the Demanded
premises unless the Baron shall in two months pay to the said
Petitioner Three hundred & thirty three dollars Damages & Costs of Suit taxed
at \$ 0.59 & there of &c With Int^r of 6% Nov^r 22^d 1796

Flower
21
Dwery
Sep^r 209 1796

Francis Flower of Westfield in the County of Hampshire March^h
Pet^r vs. Noah Dewey Jun^r of the same Westfield Court^h Deft^h in a
plea of Trespas on the Case for that the Deft^h on March 26th 1796
by his Note for Value rec^d promised the Petitioner to pay him or Order
sixteen pounds & two pence equal to fifty three dollars & thirty six
Cents on Demand with Interest Sep^r 1st 1796 the aforesaid hath
never paid the same but neglected it to the Damage of the Petitioner
twenty dollars - The Petitioner appears at the Deft^h the three Times
called to come into Court neither Defendant of Appearance here
Wherefore it is considered by the Court that the Petitioner do
recover against the Deft^h Noah fifty four dollars & eighty two dollars
Damages & Costs of Suit taxed at \$ 6.99 & there of &c
Given up Sep^r 16 1796

Bro: Footh of Southwick & Samuel Shillog of Westfield in the County of Hampshire merchants Pleas vs Joseph Moore of Southwick aforesaid
Deft in a plea of Trespas on the Case for that s^d Joseph Footh de
of Southwick on January 7th last by his Note for Value and
promised the Pleas to pay them or Order five pounds seven
shillings & seven pence equal to Seventeen dollars & ninety
three Cents with Interest y^e said Joseph the requested hath
never paid the same but neglects it to the damage of said
Bro thirty dollars
The Pleas appears at the Deft the
three Times called to come into Court makes Default of appearance
here Wherefore it is considered by the Court that the s^d Bro do re
cover against the said Joseph Eighteen Dollars & sixty five Cents Dam
ages & Costs of Suit taxed at \$ 7. 50 & there of &c
Exoner of Sep^r 16. 1796

Asa Moor of Westfield in the County of Hampshire aforesaid
Plea vs Thomas Mather of Norwich in the same County aforesaid
Deft in a plea of Trespas on the Case for that s^d Thomas at said
Westfield on September 17th 1795 by his Note for Value and from
said the Pleas to pay him or his Order Twenty seven dollars by the
15th of April then next y^e s^d Thomas the requested hath never
paid the same but neglects it to the damage of s^d Asa forty
Dollars
The Pleas appears at the Deft the three Times called to
come into Court makes Default of appearance here Where
fore it is considered by the Court that the said Asa do recover
against the s^d Thomas Twenty seven dollars & sixty seven Cents
Damages & Costs of Suit taxed at \$ 11. 40 & there of &c
Exoner of Sep^r 16. 1796

Giles Clark of Westhampton in the County of Hampshire aforesaid
Plea vs David Eastman of Hadley in the same County aforesaid
Deft in a plea of the Case for that s^d David on Nov^r 22th 1795
by his Note for Value and promised to pay s^d Giles or Order
One hundred dollars on or before February 1st then next with
Interest y^e said David the requested has not paid the same
but neglects it to the damage of s^d Giles thirty dollars
The Pleas appears at the Deft the three Times called to come into
Court makes Default of appearance here Wherefore it is
considered by the Court that the s^d Giles do recover against the
said David Thirty six dollars & forty two Cents Damages
& Costs of Suit taxed at \$ 7. 67 & there of &c
Exoner of Sep^r 20 1796

Thos^r Lyman of Westhampton in the County of Hampshire
aforesaid Plea vs David Eastman of Hadley in the same County
aforesaid Deft in a plea of the Case for that s^d David on
October 28th 1794 by his Note for Value and promised to
pay s^d Lyman \$ 9. 17.0 equal to \$ 12. 04 on Demand
y^e s^d David the often requested has not paid the same but
neglects it to the damage of s^d Lyman fifteen dollars
The Pleas appears at the Deft the three Times called makes De
fault of appearance in Court Wherefore it is considered by
the Court that s^d Lyman do recover against s^d David fifteen
Dollars & twenty eight Cents Damages & Costs of Suit taxed at
\$ 7. 67 & there of &c
Exoner of Sep^r 20 1796

Williams
M
Wilson & al
Sept 223 1796

John Chandler Williams of Pittsfield in the County of Berkshire Gent^r
Plff^r vs Robert Wilson yeoman & Alexander Clark Yeoman both of Shel-
burne in the County of Hampshire Defts in a plea de as in sh^t port
in the Declaration on File - The Plff being three Times called is
Nonsum^t & the Deft is defaulted & the Case is dismissed

Whitney
M
Arms
Sept 225 1796

Stephen Whitney of Barfield in the County of Hampshire Gent^r Plff^r
vs Lemuel Arms of the same Barfield Trader Deft in a plea of
the Case for that s^d Lemuel on April 4th last by his Note for Value
rec^d promised our Edward Goodyear to pay him or Order four
pounds equal to thirteen dollars 94 Cents in six weeks with
Interest & afterwards on the day aforesaid s^d Edward by his
Indorsement on the same Note for Value rec^d ordered the Contents
to be paid to said Stephen whereof s^d Lemuel had notice and
in Consideration thereof promised s^d Stephen to pay him the same
accordingly Yet s^d Lemuel the requested has never paid the same
but neglects it to the Damage of said Stephen Twenty five
dollars The Plff appears & the Deft the three Times called to come
into Court makes Default of appearance here Wherefore it is
considered by the Court that the s^d Stephen do recover against
the said Lemuel thirteen dollars & seventy one Cent^s Damages
& Costs of Suit taxed at \$ 0.7 & thereupon Exmp^t Sept 17 1796

Smith & al
M
Congdon
Sept 226 1796

Charles Smith & Windsor Smith both of Hadley in the County of
Hampshire Shopkeepers Plffs vs Simeon Congdon of Hadley paperdealer
Yeoman Deft in a plea of the Case for that s^d Simeon on August
26th last was justly indebted to the Plffs in the Sum of twenty
one Dollars & five Cents for Goods sold & delivered by them to
him s^d Simeon & in Consideration thereof promised the Plffs to
pay them the same on Demand yet s^d Simeon the requested
has not paid the same but neglects it to the Damage of said
Charles & Windsor thirty dollars The Plffs appear & the Deft the
three Times called to come into Court makes Default of appear-
ance here Wherefore it is considered by the Court that the s^d Plffs
do recover against s^d Simeon Seventeen dollars & twenty nine
Cent^s Damages & Costs of Suit taxed at \$ 5.71 & thereupon
Exmp^t Sept 17 1796

Smith
M
Washburn
Sept 227 1796

Benjamin Smith Jun^r of Hadley in the County of Hampshire
Trader Plff vs Isaiah Washburn of the same Hadley yeoman Deft
in a plea of the Case for that said Isaiah on July 1. 1796 was
justly indebted to s^d Benjamin in the Sum of eighty Dollars for Goods
sold & delivered by the Plff to the Deft at his Request and
in Consideration thereof said Isaiah promised s^d Benjamin
to pay him the same on Demand Yet s^d Isaiah the requested
has never paid the same but neglects it to the Damage of
said Benjamin Eighty dollars The Plff appears & the
Deft the three Times called to come into Court makes Default
of appearance here Wherefore it is considered by the Court
that s^d Benjamin do recover against s^d Isaiah Eighty dollars
Damages & Costs of Suit taxed at \$ 5.88 & thereupon
Exmp^t Sept 17 1796

Freeman Hillborn of Hartford in the State of Connecticut vs
 John Barnabas Bellings of Northfield in the County of Ham-
 pshire, Trader Deft vs a plea of the Case for that s^d Barnabas
 on August 8th by his Note for value rec^d promised said
 Freeman to pay him One hundred & fifty dollars in
 sixty days with Interest y^ts Barnabas the requested
 has never paid the same but refuses to do it to the
 Damage of s^d Freeman One hundred & twenty dollars
 The Pl^{ff} appears & the Deft the three Times called to come
 into Court makes Default of Appearance here, Wherefore
 it is considered by the Court that the said Freeman
 do recover against the said Barnabas One hundred
 & fifty nine dollars & seventy five Cents Damages and
 Costs of Suit taxed at \$ 8. 71 & thereof a
 Exec^d Sep^r 17. 1796

100
 Hillborn
 21
 Bellings
 Sep^r 228. 1796

Chilib Smith & Windsor Smith both of Hadley in the County
 of Hampshire Traders Pl^{ffs} vs John Anderson of Deerfield
 in s^d County vs Common Deft in a Plea of the Case for
 that s^d John on June 29 1795 by his Note for value rec^d
 promised the Pl^{ffs} to pay them on Order Seven pounds one
 Shilling & one penny equal to \$ 23. 51. by Oct^r 1st
 then next with Interest y^ts John the requested hath
 never paid the same but neglects it to the Damage of
 s^d Chilib & Windsor Seventy five Dollars - The Pl^{ffs}
 appear & the Deft the three Times called to come into Court
 makes Default of Appearance here, Wherefore it is con-
 sidered by the Court that the s^d Pl^{ffs} do recover against
 the s^d John Seventy dollars & five Cents Damages
 & Costs of Suit taxed at \$ 5. 55 & thereof a
 Exec^d Sep^r 17. 1796

Smith & al
 21
 Anderson
 Sep^r 229 1796

Chilib Smith & Windsor Smith both of Hadley in the County of
 Hampshire Shopkeepers Pl^{ffs} vs Jacob Richard & Libens Howard
 both of Richmond in s^d County Traders Defts. in a plea of the
 Case for that s^d Defts on May 18th last by their Note for value
 received promised s^d Chilib & Windsor to pay them on Order
 Twenty five Dollars on Demand with Interest y^ts Defts
 have never paid the same but re-
 fuse to do it to the Damage of s^d Chilib & Windsor forty
 Dollars - The Pl^{ffs} appear & the Defts the three Times called
 to come into Court makes Default of Appearance here, Wherefore
 it is considered by the Court that the said Chilib & Windsor
 do recover against s^d Jacob & Libens Twenty five dollars &
 forty eight Cents Damages & Costs of Suit taxed at \$ 5. 55
 & thereof a
 Exec^d Sep^r 17. 1796

Same
 21
 Richard & al
 Sep^r 230 1796

Chilib Smith & Windsor Smith both of Hadley in the County
 of Hampshire Shopkeepers Pl^{ffs} vs John Thompson of Cheshire
 in s^d County Gent^l Deft in a plea of the Case for that s^d
 John on March 31st 1796 was justly indebted to the Pl^{ffs}
 in the sum of Fourteen dollars & thirty eight Cents for
 Goods rec^d & delivered by the Pl^{ffs} to the Deft & this ag-
 reed & in consideration thereof s^d John promised the Pl^{ffs} to

Same
 21
 Thompson
 Sep^r 231. 1796

to pay them the same on Demand - Yet S^r John the requester
has never paid the Plaintiff the same but refuses to do so to the
Damage of Plaintiff Chilab & Windsor eighteen dollars - The Plaintiff
appears at the Fifth the three Times called to come into Court makes
Default of appearance here Wherefore it is considered by the
Court that the said Chilab & Windsor do recover against the
said John fourteen dollars & thirty eight cents Damages and
Costs of Suit taxed at \$ 5.43 & thereof do Exp^d Sep^r 17 1796

Price

Ball

Sept. 232 1796

Ezekiel Price Sen^r of Hadley in the County of Hampshire Prop^r
Super Plaintiff vs. Martin Ball of West Springfield in the County
of Norman Defendant in a plea of the Case for that S^r Martin on
March 10th last by his Note for Value rec^d promised the
Pliff to deliver him Seven thousand good new shingles Eight
teen such Shingles by May 1st then next Yet S^r Martin has
not the requested nor delivered the same but neglects it to the
Damage of said Ezekiel twenty nine dollars The Plaintiff ap
pears at the Fifth the three Times called to come into Court makes
Default of appearance here Wherefore it is considered by the Court
that the S^r Ezekiel do recover against the S^r Martin
nineteen dollars & six cents Damages & Costs of Suit
taxed at \$ 5.55 & thereof do Exp^d Sep^r 17 1796

Porter & al

Moody

Sept. 292 1796

Esau Porter Jun^r & William Porter both of Hadley in the
County of Hampshire Marchth Plaintiff vs. Ebenezer Moody of
Concord in the same County Defendant in a plea
of the Case for that S^r Ebenezer on November 24. 1796 by his
Note for Value rec^d promised the plaintiffs to pay them or Order
Ten pounds five shillings & ten pence equal to thirty four
dollars & thirty one cents on Demand with Interest & for that
Ebenezer the requested has never paid the same but neglects it
to the Damage of S^r Esau & William sixty Dollars The Plaintiff
appears at the Fifth the three Times called to come into Court makes
Default of appearance here Wherefore it is considered by the Court
that the S^r Esau & William do recover against the S^r Ebenezer
thirty five dollars & twenty two cents Damages & Costs of Suit
taxed at \$ 5.35 & thereof do Exp^d Sep^r 17 1796

Whaler

Stewart

Sept. 297 1796

James Whaler of Montgomery in the County of Hampshire vs.
man Plaintiff vs. Andrew Stewart of Shufel in the same County
Defendant in a plea of the Case for that S^r Andrew on August
25. 1795 by his Note for Value rec^d promised one David King
to pay him or Order Seven pounds equal to twenty three dollars
& thirty three cents by June 15th then next with Interest and
afterwards on September 14th last S^r David by his Indorsement
on S^r Note ordered the Contents to be paid to the Pliff for Value
rec^d of which S^r Andrew then & there had notice & in Considera
tion thereof promised the Pliff to pay him the same accordingly
yet S^r Andrew the requested hath never paid the same but
neglects it to the Damage of S^r James forty Dollars
The Plaintiff appears at the Fifth the three Times called to come into Court
makes Default of appearance here Wherefore it is considered by the

bank that I James do recover against the said Andrew Twenty
four dollars & seventy five Cents Damages & costs of suit taxed
at \$6.91 & thereof at Exp of Oct. 15 1796

Aaron Thayer of Westfield in the County of Hampshire a person
Plff vs. Moses Decker & Moses Decker Junr both of Westfield afd. Thing
Promised Deft in a plea of the Case for that persons afd. Drated at
on May 1st 1792 by their note for Value recd promised the Sep. 24th 1796
plff to pay him or Order Eleven pounds five shillings and
seven pence equal to Thirty nine dollars & twenty six Cents
by Assigny with then zero of the Interest of the Deft the
said James called to come into Court under the Deft's oath that the
same here ~~therefore~~ is considered by the Court that the
said Aaron do recover against the said Moses & Moses Junr
Forty five Dollars and seventy eight Cents Damages & costs
of suit taxed at \$7.4 & thereof at Exp of Oct. 15 1796

William Godley Junr of Lymanville in the County of Hampshire a person
Plff vs. Beldad Fowler of Southwick in the County of Hampshire
Gent & Isaac Cook of the same Southwick Esq Deft in a Sep. 24th 1796
plea of the Case for that Beldad & Isaac on April 15. 1796
by their note for Value recd. promised one David Foster Junr
to pay him or Order thirteen pounds three shillings & nine pence
equal to Forty three dollars & ninety six Cents on Demand with
Interest & afterwards on June 1st said David by his Auction
man on the back of said Note ordered the Contents thereof to be
paid the plff for Value recd. of which Beldad & Isaac
had Notice & in consideration thereof promised the plff
to pay him the same accordingly yet at Deft's the request
have never paid the same but where as to do to the Damage
of said William Twenty dollars - The Plff appears and
the Beldad & Isaac the three Times called to come into Court
make Default of Appearance here Wherefore it is consid
ered by the Court that William do recover against the
said Beldad & Isaac Forty five dollars & two Cents Damages
& costs of suit taxed at \$11 & thereof at Exp of Oct. 15 1796

John Harris of Northampton in the County of Hampshire a person
Plff vs. Aaron White of the same Northampton Husbandman and
Woodiah White of Northampton Husbandman otherwise called
Dyer alias Woodiah Deft in a plea of Trespass whereupon John
complains that Aaron & Woodiah afd Northampton afd said on
the Second day of July last with Force & Arms did kill a
certain Animal of him the John called a Person otherwise
called an Indian Bull of the price of eight hundred dollars
& other Wrongs to him to him the said John then & there
did contrary to Law against the peace & to the Damage of
said John eight hundred Dollars - The plff appears by
Colab Strong Esq. his Att. & the Deft by Samuel Stetson Esq.
their Att. come & defend the Force & Injury whereupon plff
say they are not guilty in manner afd. or in the way
themselves on the Country or land the plff likewise afd say
at the Time returned imprisoned & sworn to try the Issue
between upon their Oath that they find the Deft are not guilty
and therefore it is considered by the Court that the Aaron and
Woodiah do recover against the John their costs taxed at \$12.25
whereupon the plff do recover the said costs

Buck
Hayden
Sep^r 258 1796

Joseph Hamb Buck of Northampton in the County of Hampshire Golden
Sep^r n. Local Hayden of Williamsburg in s^t County Husbandman
Def^t in a plea as is set forth in the Declaration on File
The Def^t being three Times called is Nonsum with the Def^t defaulted
& the Cause is dismissed

Strong &
Montague & al
Sep^r 259 1796

Caleb Strong of Northampton in the County of Hampshire Esq^r Ple^r
John Montague Husbandman & Jedidah Montague re^m both of
Hadley in s^t County Def^t in a plea of the Case for that said
John & Jedidah at Northampton appeared on August 17th 1793 by
their Note for Value rec^d promised the Pl^{ff} to pay him or Order
thirty one pounds two shillings & eleven pence equal to one hund
red & three dollars & eighty three cents on Demand with Interest
Upⁿ John & Jedidah the requested have not paid the same
but neglect it to the Damage of^s Caleb one hundred & forty dollars
The pl^{ff} appears & the Def^t the three Times called to come into Court
on the Default of appearance here Wherefore it is considered by
the Court that s^t Caleb do recover against the s^d John & Jedidah
One hundred twenty two dollars & ninety cents Damages & Costs of
Suits taxed at \$ 5. 29 & there of ac. Sep^r 259 1796

Fuller & al
Field
Sep^r 262 1796

Nathan Fuller of Goshen in the County of Hampshire & Joseph Smith
Jun^r of Ashfield in s^t County Traders Pl^{ff} n. Zachariah Field
of Ashfield against Trader Def^t in a plea as is set forth
in the Declaration on File ac. The Pl^{ff} being three Times
called to come into Court is Nonsum with the Def^t appears and
moves for his Costs and it is considered by the Court that
said Zachariah do recover against the said Nathan & Joseph
his Costs taxed at \$ 1 & there of ac.

Commonwealth
John Gibbs
Sep^r 263 1796

To the Sheriff ac. Whereas John Gibbs of Blanford in the County of
Hampshire Husbandman before the Justices of the Court of General Ses-
sions of the peace holden at Northampton in s^t County of Hampshire
on the Second Tuesday of January last personally appeared and acknow-
ledged himself indebted to us in the Sum of forty dollars to be levied
of his Goods Chattels Lands & Tenements & in Warrant thereof of his
Body to our Use if ~~the~~ should be made in the performance
of the following Conditions to wit that if s^d John should make
his personal appearance at the then next Court of General Sessions
of the Peace to be holden at Northampton & forward on the third Tues-
day of May now last past to answer to a presentment for entering
a Thruway in the common highway in s^t Blanford & should
abide the Order of said Court & keep the part without License then
said Thruway was to be void otherwise to abide in full force
& Virtue And whereas afterwards at our s^d Court of General
Sessions of the Peace holden at Northampton on s^d third Tuesday of May the
said John being three Times called to come into Court did not appear
but made Default therof & did not abide the Order of the same Court
and by the Default a forward the Sum of forty Dollars is for paid to us
& hath not been paid but remains due to be levied in manner
aforesaid & our Use ac.
Caleb Strong Esq^r appears on behalf of the Commonwealth & the
said John being now three Times called to come into Court makes

Default of Appearance here Wherefore it is considered by the Court that
Writ of Exon do issue against the said John for recovery of his Goods
& Chattels Lands or Tenements & in want thereof of his Body the said
Sum of Forty Dollars Debt & Costs of Suit taxed at \$5.96
Exonif^d Sep^r 22^d 1796

Perer Marshall Junr. late of Granville in the County of Hampshire
Trader Plff^r v Aaron Pratt of Sandisfield in the County of Berkshire
Yoman Debt in a plea that he under to Perer four pounds
seven shillings & two pence equal to fourteen dollars & fifty two Cents
which to Perer knows & from him detain & whereon Perer says
that when Court holden before Josiah Harvey Esq^r one of the Justices of the
peace in & for s^t County of Hampshire on March 3^d 1795 he
recovered Judgment against s^t Aaron for £3.15.5 Damages
& 11/9 Cost of Suit & whereof s^t Aaron is convicted which Judg
ment is in full force not satisfied nor reversed whereby s^t Aaron
comes to Perer to demand & have of s^t Aaron s^t Sum of s^t
said Aaron the requested has not paid the same but neglects it
to the Damage of s^t Perer thirty Dollars The Plff^r appears
& the Defth the three Times called to come into Court neither Default
of Appearance here Wherefore it is considered by the Court that
the said Perer do recover against s^t Aaron fifteen dollars &
fifty two Cents Debt & Costs of Suit taxed at \$8.30 & there of
Exonif^d Sep^r 17. 1796

Marshall
Pratt
Sep. 26th 1796

Herethiald Stutings of Northampton in the County of Hampshire
Gent^l & Lecheus Stenderet Junr of Worthington in s^t County
Plff^r v Daniel Parker of Gail in the same County Trader Debt
in a plea of the Car for that s^t Daniel on January 23rd last by
his Note for Value rec^d promised the plff^r to pay them Six
pounds sixteen shillings & eight pence equal to \$22.78
with Interest Y^t said Daniel the requested has not
paid the same but neglects it to the Damage of said Plff^r
sixty Dollars The Plff^r appears & the Defth the three Times
called to come into Court neither Default of Appearance
here Wherefore it is considered by the Court that the said
Herethiald & Lecheus do recover against the said Daniel
Twenty three dollars & sixty three Cents Damages & Costs of
Suit taxed at \$7.39 & there of Exonif^d Sep^r 19 1796

Stutings &c.
Parker
Sep. 27th 1796

Samson Smith of Petersburg in the State of New York
Yoman Plff^r v Apollon Thring of Chesterfield in the County
of Hampshire Gent^l in a Plea of the Car for that
said Apollon on February 8th last by his Note for Value
rec^d promised the Plff^r to pay him Twenty five dollars
on Demand with Interest Y^t said Apollon the requested has
never performed his promise but neglects it to the Dam
age of s^t Samson sixty dollars The Plff^r appears &
the Defth the three Times called neither Default of Appear
ance in Court Wherefore it is considered by the
Court that said Samson do recover against the said
Apollon fifteen dollars & seventy Cents Damages
& Costs of Suit taxed at \$9.31 & there of
Exonif^d Sep^r 19. 1796

Smith
Thring
Sep. 27th 1796

Orning & al
vs
Giguels
Sep 279 1796

Isaac Giguels of Litchfield & Henry Deming of Wallingfield & memora
both in the State of Connecticut
Wadsworth late of Litchfield deceased Traders Depts vs Louis N Giguels of
Worthington in the County of Hampshire Defendant Depts in a plea of
the Case for that the said Louis ~~was indebted to the~~ 1794 was indebted to the
Plffs in the Sum of three pounds & seven shillings equal to twelve dol
lars & fifty Cents for so much money for so much money then & for
that from by the said Louis to & for the Use of the Plffs has received & being
so indebted the said Louis in Consideration thereof promised the Plffs to pay
them the same in three months with Interest yet the said Louis the request
has never paid the same but neglects it to the Plffs Damage sixty dollars
The Plffs appear & the Depts at the Times called to come into Court
wherein Default of appearance here wherefore it is considered by the
Court that the said Plffs do recover against the said Louis Thirty one dollar
& sixty nine Cents Damages & Costs of such taxed at \$11.81 & thereof
Expenses Sep 19 1796

Parks
vs
Doolittle
Sep 281 1796

Warham Parks of Westfield in the County of Hampshire & Sep 27
Philemon Doolittle of Suffield in the County of Berkshire Defendant Depts
in a plea of the Case for that the said Philemon on April 2^d 1794 by his
Note for Value recd promised the Plffs to pay him or Order Forty one
pounds ten shillings & four pence equal to one hundred thirty eight
Dollars & thirty nine Cents on Demand with Interest yet the said Philemon
the request hath never paid the Contents of the Note but neglects
it to the Damage of the Plaintiff two hundred Dollars & the Plaintiff
the Times called to come into Court wherein Default of appearance
here wherefore it is considered by the Court that the said Philemon
do recover against the said Philemon One hundred thirty nine
Dollars & twenty four Cents Damages & Costs of such taxed at Dollar
D. 29 & thereof de
Expenses Sep 26 1796

Thing & al
vs
Smith
Sep 282 1796

David Thing yeoman & Eben Thing Jun^r yeoman both of Suffield
in the State of Connecticut Depts vs Benjamin Smith Jun^r of
Hadley in the County of Hampshire Trader Depts in a plea de
as is set forth at large in the Declaration on File & the Plff
being three Times called to come into Court is Non suit the Depts
defaulted & the Action is dismissed

Akersombe
vs
Hayward & al
Sep 283 1796

Andrew Akersombe of Pelham in the County of Hamp
shire yeoman of the one part, Libens Hayward & Jacob Parkers
Jun^r both of the same Pelham Traders of the other part - Parties
in a Rule of Preference by them entered into & acknowledged
according to the Statute & the Surplus viz^t Henry Dwight
& Eliza Warner being the major part send into Court their
Award, that the said Andrew recover against the said Libens &
Jacob Two hundred seventy six Dollars & eighty six Cents
Damages & Costs of Preference taxed at Seven Dollars
which said Award is accepted & it is considered by the Court
that the said Andrew do recover against the said Libens & Jacob Two hund
red seventy six dollars & eighty six Cents Damages & Costs of
Court & Preference taxed at \$11.91 & thereof de
Expenses Sep 15 1796

102
John Spence Douglass of Westfield in the County of Hampshire
Plaintiff vs. Samuel Rogers of Cheshire in the County of Berkshire
Defendant in a plea of the Case for that said Samuel over many
13th 1795 by his Note for Value received promised said John to pay
him or Order Four pounds equal to thirty and thirty
three Cents & three mills the first day of October then next
with Interest &c. & Samuel the aforesaid has now paid
the same but neglects it to the Damage of said John forty
Dollars. The Plea appears & the Deft. the three Times
called to come into Court makes Default of Appearance
here wherefore it is considered by the Court that the said
John do recover against the said Samuel four hundred dollars
and forty Cents Damages & Costs of Suit taxed at 8 Pence
& there of &c.
Ex. ip. Sept. 19 1796

Douglass
Rogers
Sept. 284 1796

Humbly shews Isaac Canedy that his Goods & Estate were
attached & he summoned to appear before Richard Shillingsworth
Esq. on August 8th last to answer to John Quinn of Haverhill
in the County of Hampshire Plaintiff in a plea of Case &c.
and a plea of the Case that he attended the Court aforesaid and
disputed the plaintiff's Demand & said Quinn in presence of said
Justice gave your complainant Notice he should enter his
Petition at this Court but he has failed so to do. Therefore
prays for his Costs. Whereupon it is considered by the
Court that said Isaac do recover against said John his Costs taxed at
Five dollars & eighty six Cents & there of &c.
Ex. ip. Sept. 21 1796

Canada Court
Quinn
Sept. 288 1796

Samuel Cook of Westbury for & Mose Pickett of Hadley in
the County of Hampshire Plaintiffs vs. Zachariah Field of
Ashfield in the same County Defendant in a plea
as set forth in the Declaration on File &c. The Plea
being three Times called to come into Court are now with the
Defendant defaulted and the Action is dismissed.

Cooke & al
Field
Sept. 289 1796

Humbly shews Isaac Colton Administrator on the
Estate of Jonathan Brown late of Longmeadow in said County
of Hampshire deceased that the personal Estate of said
said deceased was inventoried at four dollars & two
Cents only & that his Real Estate was appraised at forty
dollars only. That the Debts due from said Estate & the
Administrators Account amounted to sixty one
Dollars & seven Cents. He therefore prays Leave to sell
the whole of said Real Estate for the payment of said Debts and
Charges of Administration & Costs of Sale so far as may be
within said Petition being read with a Certificate from the Judge
of Probate of Wills &c. for said County certifying that in his Opinion
it is necessary said Real Estate should be sold for the purposes
aforesaid. Whereupon it is considered by the Court that
the said Administrator be and he hereby is empowered to
make Sale of the Real Estate of said Deceased for the purposes
set forth in said Petition he having first advertised the same
in the Springfield Paper for three weeks previous to the said
Sale, and proceeding therein according to the Directions of
the Law relating to such Sales.

Brown Adm^r
Pet. for Sale &c.
Sept. 296 1796

Goodman
Williams
Sep^r 29th 1796
Jury Case made & provided. The Supers over Daniel Lamberson
William Taylor Jun^r & Joseph Morgan send into Court their Avera
over that said Brecht shall pay to J^r Titus Twenty six Dollars and
six cents. Whereupon it is considered by the Court that J^r Titus do
recover against the J^r Brecht Twenty six dollars & six cents Damages
& Cost of Suit taxed at \$4.31 & there of &c
2^d if Sep^r 21. 1796

Baker Comp^y
Longley
Sep^r 29th 1796
Assembly shew Rufus Baker of Hadley in the County
of Hampshire of common that ad. a Court holden before Philip
Phillips Esq^r one of the Justices of the peace for the County of
Hampshire on June 14th 1796 he recovered Judgments against
Joseph Longley Jun^r for two Dollars Damage & Cost of Suit taxed
at six Dollars & five cents from which Judgments J^r Longley
appealed to the Court & hath failed entering the same. Therefore
prays Confirmation of J^r Judgments with additional Costs
Whereupon it is considered by the Court that J^r Rufus do recover
against J^r Josephs Two Dollars & three cents Damages & Costs taxed
at \$12.28 & there of &c
2^d if Sep^r 16 1796

Paulk's Adm^r
P^r & Bid^r
Sep^r 29th 1796
Assembly Noah Paulk & Lerxes Paulk Administrators on the
Estate of Noah Paulk late of Springfield in the County of Hampshire
deceased that the personal Estate of said Deceased as inventoried amounts
to 238 Dollars & 26 Cents that the Debts allowed amount to One
hundred & ninety nine Dollars & 27 Cents the Adm^r have allowed
& allowance to the Widow are 73 Dollars by Cent one half and
the Debts due from said Estate Adm^r amounts exceed the personal
Estate \$34.68 1/2 They then pray they may be authorized to
make Sale of so much of the Real Estate of said deceased as will raise
said sum for payment of J^r Debts & Charges of Sale &c
Which said Petition being read with the Certificate of the Judge of Probate of Wills
for said County for peruse the facts stated therein & that in his Opinion
it is necessary that the prayed thing be granted, It is therefore consid
ered by the Court that the Administrators aforesaid be & they hereby
are empowered to make Sale of so much of the Real Estate of the J^r
Noah Paulk deceased as will produce the sum of Forty four Dollars they
having first advertised the same in the Springfield Paper three weeks pre
vious to J^r Sale, and conforming to the Directions of the Law relating
to such Sales

Marsh's Guardian
P^r & Order
Sep^r 30th 1796
Assembly shew Nathaniel Smith Guardian to Timothy Marsh
of Hadley in the County of Hampshire that at the Time of his
Appointment, said Timothy's Debts amounted to one hundred
& forty nine Dollars & ten Cents & J^r Guardians Accounts allowed
amount to \$75.78 out of which deducting the Debt due to said
Timothy was one hundred & thirteen dollars & thirty three cents leaving
\$71.52 due from J^r Timothy & that his Real Estate was inventoried
at \$435.83. He then pray that so much of J^r Timothy's
Real Estate may be sold as will pay said Debts with Charges
Which said Petition being read with the Judge of Probate of Wills for
said County Certificate setting forth that the facts aforesaid are true
& in his Opinion it is necessary so much of the Real Estate of J^r
Timothy should be sold as will produce the sum of \$71.52 & Charges

It is therefore considered by the Court that the Guardian aforesaid
be and he hereby is empowered to make Sale of so much of the
Real Estate of the said Timothy as will produce the sum of
Twenty nine Dollars, he having first advertised the same in
the Northampton Paper for three weeks previous to Sale &
conducting himself here in according to the Rules & Directions
of the Law relating to such Sales

Humbly sheweth Nathaniel Cooley & Eli Cooley Administrators of the Estate of
Nathaniel Cooley late of Springfield in the County of Hampshire deceased that the Debts due from said
Estate & Admin^r allowed exceed the personal Eff^y 902 1796
Estate & credits Five hundred & eleven dollars & eighty Cents
& that the Real Estate of said Deceased was appraised at Twen-
ty seven Dollars and fifty Cents They therefore pray
they may be empowered to sell ye whole of said Real Estate
for ye purpose of paying said Debts & costs of Sale &

Which said Petition being read with a Certificate of the
Register of Probate of Wills &c for said County declaring that
the State ment aforesaid is true — This considered by the
Court that the said Admin^r be and they hereby are empow-
ered to make Sale of all the Real Estate of the said Nathaniel
Cooley dead for ye purpose of paying the Debts due from
said Estate so far as may be, they having first advertised
the same in the Springfield Paper for three weeks previous
to Sale & conforming therein to the Directions of the Law
relating to such Sale

Richard E. Newcomb of Greenfield in the County of Hampshire
Gent^l is now admitted to be an Att^y in this Court he having
paid the County Treasurer Twenty Dollars the Expise ordered by
Law, and he now took & subscribed the Oath required by Law
& the Oath of Office was administered to him in Court, to qualify
him for the Execution of the Duties of said Office

Richard E. Newcomb
Att^y admitted

All which Judgments &c being made & entered up
in manner aforesaid after which the Court adjourned
with out Day

Attest Pro. Sec. to Court

the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & Exec^d accordingly which Agree-
ment of the Parties was then made a Rule of this Court in this Case
after which the Case was continued to the then next Term & from
Term to Term to this Time & now at this Time the Referee
aforesaid send into Court their Award viz^t That the S^d Plaintiff hath not
provid^d his Declaration & that he shall pay to S^d Defendant the Cost of his Return
taxed at Twelve Dollars & eighty eight Cents & Cost of Court to be taxed by
the Court & which said Award is accepted by the Court & it is there
upon considered by the Court that the S^d Defendant do recover against the
said Plaintiff the Cost of Court & Expence taxed at Forty eight Dol-
lars & seventy one Cents & there of & Exec^d off Nov^r 16 1796

A Tillotson
vs
E Tillotson
May 29 1794

Abel Tillotson of Granville in the County of Hampshire yeoman
Pl^{ff} vs Elisha Tillotson of Hebron in the County of Ireland & State
of Connecticut yeoman Deft in a plea of Trespass on the Case
for that s^d Defendant at Granville on February 22^d was indebted
to s^d Abel for divers Articles of Household Furniture sold at
the Request of s^d Elisha then & there underlook & assevered upon himself
& to said Abel partly fully promised to pay him so much money and
more as said Articles of Household Furniture were reasonably worth & s^d Abel avers
that they were reasonably worth the Sum of twenty one pounds & ten
Shillings & 10⁰ of p^{ts} but s^d Elisha had instant Notice & also for
that said Elisha afterwards on the day aforesaid was justly indebted
to s^d Abel for one yoke of Oxen & one Deer from him before that Time
at the Request of s^d Elisha sold & delivered & in Consideration thereof
said Elisha underlook & promised s^d Abel to pay him so much Money
or Demand as the same were reasonably worth & said Abel avers
they were reasonably worth the Sum of Ten pounds fifteen Shillings
& 10⁰ with Interest yet said Elisha the requested hath not performed
his said promises but brings it to the Damage of s^d Abel Twenty
pounds & This Case was entered in Court at May Term 1794
& continued from Thence from Term to Term to November Term
then next following At which Term the said parties appeared &
agreed to refer this Case to the Determination of Isaac Cook Paul
Gorham & Andrew Miller Es^{rs} the Award of them or any two of them
to be final to be returned into this Court & Judgment to be made up
& Exec^d accordingly which Agreement of the said parties was
made the Rule of this Court & after which the Cause was continued to
the next Term & from Term to Term to this Time & now at
this Time the Referee aforesaid send into Court their Award viz^t
That s^d Elisha is indebted & shall pay to s^d Abel Thirty three Dollars
& thirty four Cents Damages & Costs of the p^{ty} taxed at three ten
Dollars & thirteen Cents & which Award is accepted & it is thereupon
considered by the Court that the s^d Abel do recover against the s^d Elisha
Thirty three Dollars & thirty four Cents Damages & Costs of his Expence
& Court taxed at \$ 45⁰⁰ 38 & there of & Exec^d off Nov^r 14 1796

Forbes
Lock
Sep^r 180 1794

Samuel Forbes of Granville in the County of Hampshire March^r Pl^{ff}
vs John Smith of Deerfield in the same County & State Deft in a plea
of the Case for that s^d Defendant at Granville aforesaid on August 19th 1793
was justly indebted to s^d Plaintiff in the Sum of twelve pounds six
Shillings & two pence for goods sold & delivered to s^d Defendant at his
Request & in Consideration thereof s^d John promised & underlook to pay
him the same on Demand but he has never done it to the Damage
of said Plaintiff thirty pounds & This Case was entered in Court at the

September Term 1794 & was from thence continued from Term to Term to September Term 1795 which day said parties appeared in Court & agreed to refer this Case to the Determination of Hugh M^{rs} Lallan Esq^r Jurors Shipley & John Puddington the two of them or any two of them to be returned into this Court Judge's Court to be made up & given up accordingly which Agreement of the 5th Parties was then made the Rule of this Court in this Case. After which this Case was continued to the then next Term & from Term to Term to this Time - and now the Defendants aforesaid send into Court their Answer viz^t That Daniel do recover against s^d John Four Dollars & eighty eight Cents Debt or Damage & Cost of Sufferance taxed at Eleven Dollars & twenty four Cents & Cost of Court to be taxed by the Court

Which said Award is accepted & it is considered by the Court that the said Daniel do recover against s^d John Four dollars & eighty eight Cents Damages & Costs of Sufferance taxed at \$40. 57 & there of do
Ex^{mp} Nov^r 15 1796

John Locke of Dursfeld in the County of Hampshire Mason P^{ly} Locke
vs Daniel Forbes of Gurnfield in s^d County Trader Deft in a
Plea of the Case for that s^d Daniel a^{rs} Gurnfield on October 27th Forbes
1794 was justly indebted to said John in Fifty eight 1794 68 1794
pounds Three Shillings & eight pence L^{ms} as well for Goods
& sold & delivered by s^d John to s^d Daniel at his Request
as for work & Labour done & performed by s^d John & his
Servants for s^d Daniel & being so indebted s^d Daniel in
Consideration thereof promised s^d John to pay him the
same on Demand yet has not done it to his Damage
One hundred pounds in this Action was entered in Court
at November Term 1794 & from thence continued to Jan
uary Term 1795 & finally Time s^d parties appeared
in Court & agreed to refer this Case to the Determination
of Hugh M^{rs} Lallan Esq^r Jurors Shipley & John Puddington
the two of them or any two of them to be sent to be
returned into this Court Judgment to be made up and
given up accordingly which Agreement was then made
a Rule of Court & that under the same this Case was con
tinued to the then next Term & from Term to Term to
this Time - and now the Defendants aforesaid send into
Court their Answer viz^t That s^d John do recover against
said Daniel Ten Dollars & eighty Cents Cost of Sufferance
& Cost of Court to be taxed by the Court which Award is
accepted & it is considered by the Court that the s^d John
do recover against s^d Daniel the Cost of Sufferance &
Court taxed at Thirty seven dollars & eighty Cents & there of do
Ex^{mp} Nov^r 14 1796

A Case of Silas Fowler P^{ly} vs Mary Stays enter d at
May Term 1795 & continued from Term to Term to this
Time & now the Deft is defaulted but as no Papers are
filed in this Case no Record can be made of the Case
Fowler
Stays

Anassa Tillotson of Southwark in the County of Hampshire a poor
P^{ly} vs Jonathan Tillotson of the same County a poor man Deft
son yeoman & Jonathan Tillotson a poor man Deft
in said County Deft in a plea of assault for that s^d Anassa
Jonathan & Jonathan T^{rs} at s^d Southwark on August 4th 1795
with Force & Arms and fault made on the Body of Anassa
& him with Clubs Axes Fish did beat wound bruise & evilly
A Tillotson
J. Tillotson
Sept. 183 1795

took a deprive of his Liberty for twelve Hours & other wrongs
 to S^r Amasa did contrary to Law & to the Damage of S^r Amasa
 One hundred pounds This action was entered in Court at the
 September Term 1795 & from thence continued from Term
 to Term to January Term 1796 & when the S^r Parties appeared
 by their respective Att^y and agreed to refer the Case to the Discre-
 tion of William Shepard Abel Whitney & Paul Fowler Esq^r
 the Award of them or any two of them to be final to be returned
 into this Court Judgment to be made upon Exon ifued accordingly
 which Agreement of the said Parties was made a Rule of Court
 and the said Case was continued to the third week Term & from Term
 to Term to this Time & and now at this Time S^r Amasa send
 into Court their Award that the Defts Jonathan Abel & Jonathan Smith
 are indebted to & shall pay to Amasa Thirty Dollars with Costs
 of this Expense being eleven dollars & sixty six Cents the Costs
 of Court to be taxed by the Court & which Award is accepted
 and it is considered by the Court that the S^r Amasa do recover
 against S^r Jonathan Abel & Jonathan Smith Thirty Dollars Damages
 & Costs of Suit taxed at \$44¹¹ 70 at the of do by J^d Nov: 14 1796

Thendall
 v
 Stearns

Nov: 123 1795

Samuel Thendall of New Salem in the County of Hampshire yeoman
 v William Stearns of the same New Salem yeoman Deft
 in a plea do as is at large set forth in the Declaration on File
 This action was entered in Court at November Term 1795 & from
 thence continued from Term to Term to this Time & and now
 at this Time neither party appearing in Court this Case is
 dismissed

Graham
 v

Darling & al
 Nov: 181 1795

William Graham of Middlefield in the County of Hampshire yeoman
 P^l v Elijah Darling of Palmer yeoman Caleb Stannum Scribe
 & Samuel Fairbanks Gent^l both Defts of Belchertown all in the Coun-
 ty aforesaid Defts in a plea of Debt for that S^r William by the Combi-
 nation of the Court of Common Pleas holden at Northampton and for
 the County of Hampshire on the Second Tuesday of January 1794
 recovered Judgment against S^r Deft for £34¹¹ 19¹¹ Debt with
 £9¹¹ 19¹¹ Costs of Suit which Judgment is in full Force not
 reversed annulled or satisfied except for the Term of Six pounds
 paid by Paul Holland as Agents to S^r Samuel Fairbanks abroaded
 where by Cution hath accrued to S^r William to demand had &
 recover of S^r Deft the Balance & yet S^r Deft the aforesaid have
 not paid the same but neglect it to the Damage of S^r William
 One hundred & fifty dollars This action was entered in Court at
 November Term 1795 & from thence continued from Term to
 Term to this Time & and now at this Time the P^l appeared
 & one of the Defts was Elijah Darling & who only has been summoned
 being three Times called to come into Court makes Default of Ap-
 pearance here Wherefore it is considered by the Court that the said
 William do recover against the S^r Elijah

Debt & Costs of Suit taxed at \$

& there of do

Samuel Cook & Moses Pithers both of Hadley in the County of Hampshire Boatmen Pleas vs Job Whitney of Rutherford in the same County Gent^l Debt in a plea of the Case for that Whitney Cook & al on December 1st 1795 was indebted to the Pleas in the Sum of twenty seven pounds six shillings & five pence for Freight of divers Wares & merchandise by the Pleas to Whitney Jan 36 1796 at his Request before that Time done & performed & in Consideration on thereof promised the Pleas to pay them the same on Demand yet he hath never paid the same but neglects it to the Damage of s^d Samuel & Moses One hundred dollars
This Case was enter'd in Court at January Term last & from thence continued from Term to Term to this Time and now at this Time the Pleas appear & the Debt the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that s^d Samuel & Moses do recover against the s^d Job Ninety two Dollars and seventy four Cents Damages & Costs of Suit taxed at \$12⁰⁰ 87
Exp^{ts} Nov^r 15 1796

James Boies & David Robinson both of Granville in the County of Hampshire Traders Pleas vs Simon Wilson of Southwicks in the same County yeoman & George Wilson of Southwicks yeoman Trustee of s^d Simon Debt in a plea of the Case for that s^d Simon on February 5th last by his note for Value rec^d promised the Pleas to pay them or Order One pound nine shillings & ten pence equal to \$6. 04 on Demand with Interest Also for that s^d Simon on February 15th last in Consideration that the Pleas had before that Time at the Request of Simon sold & delivered him divers Goods & s^d Simon in Consideration there of promised to pay them so much money on Demand as they reasonably deserved to have & they aver they reasonably deserved to have the Sum of Ten dollars & fifty Cents & that s^d Simon had notice that s^d Simon neglects to pay the same to the Damage of s^d Pleas Eighteen dollars & whereas said Pleas say s^d Simon has not in his own hands Goods to the Value of fifteen dollars which can be come at to be attached but has entrusted to a dep^ondt in the hands and possession of the s^d George his Trustee Goods to the s^d Value
This Case was enter'd in Court at May Term last when the s^d George Wilson being three Times called to come into Court made Default of Appearance in Court & the Case was from thence continued from Term to Term to this Time and now at this Time the s^d Simon being three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the s^d James & David do recover against the s^d Simon Twenty ten dollars & fifty three Cents Damages & Costs of Suit taxed at \$14⁰⁰ 36 & thereoff
Exp^{ts} Nov^r 15 1796

David Robinson of Granville in the County of Hampshire Gent^l vs Job Thier late of London in the County of Berkshire Farmer & Johnson of the same London Traders & Simon Phelps of Granville Pleas & Agents Trustees of the s^d Job Debt in a plea of the Case for that s^d Job at s^d Granville on August 31st last in Consideration that the s^d David had then before that Time at the Request of said Job sold & delivered him divers Goods & s^d Job in return & promised s^d David to pay him on Demand so much money as said Goods were reasonably worth & said David avers

said Goods or were reasonably worth the Sum of Three hundred & four Dollars
three Cents & four mills of which I sold them & thus had notice -
Also for that I sold afterwards at his Greenwell on August last was justly
indebted to said David in the Sum of forty eight Dollars & thirty three
Cents for the like Sum of money by I sold had received to the Use of
said David & in Consideration thereof I sold promised I David
to pay him the same Sum on Demand - Also for that I sold on the
Day aforesaid was justly indebted to I David in one other Sum of
\$70.79 for seventy one Swine sold & delivered him & in Consideration
on thereof I sold promised the Plaintiff to pay him the same on Demand
with Interest - Also for that I sold on the last day of November last
was justly indebted to I David in the Sum of \$163.84 to balance
book accounts according to the Schedule on file & in Consideration thereof
promised I David to pay him the same Sum on Demand with
Interest - Yet I sold the requested has not performed either his I
promises but neglects it to the Damage of I David Three hundred
Dollars & I David says said I sold has not in his hand Goods or
to the Value of three hundred dollars which can be come at to be at
tasked but has entrusted in the hands of I David & I sell his Trust
his Goods to I David

This Case was entered in Court at May Term last when the Parties
appeared as also the I David & I sell the Trustees which I Trustees being
sworn in Court as the Statute in such Case provides - The I David, the
pleas that he gave said I sold a Note for one hundred Dollars payable
January 1797 on Interest from January last & another Note
for one hundred Dollars payable January 1798 on Interest from
January last which is all the Goods & Chattels, rights & Credits that
he had of said I sold - And the said I sell testified that he
owed I David One Dollar & thirty seven Cents which is all he had
of I sold - Whereupon this Case was continued to the next Term
& from thence to this Time - And now at this Time the Plaintiff appears
by John Phelps Junr. his Att. & the Defendant by Joseph Seymour or his Att.
comes & defends the Force & Injury of the said I David's pleas & he now
promised the Plaintiff in manner & Form as the Plaintiff has alleged and
thereof puts himself on the Country - And the I David Reserving
Liberty to raise his Demurrer on the Pleas (consenting that the
Trial on his pleas shall be final) I sell the I David tendered, says the
Plea aforesaid & the matters therein contained are not sufficient in Law
to bar the said David from having his action aforesaid against I sold
& that he is not bound by the Verdict of the Jury to answer thereto & that
he is ready to verify wherefore for worth of a sufficient plea prays
Judgment for his Damages & Costs - And the said I sold consenting
to the above Recital says his plea is sufficient

Whereupon all & singular the premises being read & by the Court
understood it appears to the Court that the plea aforesaid of the I sold
is a full & sufficient answer to the Declaration of the I David &
that he the I David by his plea aforesaid ought to receive nothing
wherefore it is considered by the Court that I David by his plea aforesaid
do receive nothing but that for his groundless Claim he be in money &
And it is also considered that I sold do recover against I David
his Costs taxed at Dollars -

Whereupon the I David by his Att. who now appears from the Judgment of the Court
to the Supreme Judicial Court to be holden at Northampton in & for the County
of Hampshire on the last Tuesday of September last he was joined with
suches for said David, promising I David 10. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 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1016. 1017. 1018. 1019. 1020. 1021. 1022. 1023. 1024. 1025. 1026. 1027. 1028. 1029. 1030. 1031. 1032. 1033. 1034. 1035. 1036. 1037. 1038. 1039. 1040. 1041. 1042. 1043. 1044. 1045. 1046. 1047. 1048. 1049. 1050. 1051. 1052. 1053. 1054. 1055. 1056. 1057. 1058. 1059. 1060. 1061. 1062. 1063. 1064. 1065. 1066. 1067. 1068. 1069. 1070. 1071. 1072. 1073. 1074. 1075. 1076. 1077. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1087. 1088. 1089. 1090. 1091. 1092. 1093. 1094. 1095. 1096. 1097. 1098. 1099. 1100. 1101. 1102. 1103. 1104. 1105. 1106. 1107. 1108. 1109. 1110. 1111. 1112. 1113. 1114. 1115. 1116. 1117. 1118. 1119. 1120. 1121. 1122. 1123. 1124. 1125. 1126. 1127. 1128. 1129. 1130. 1131. 1132. 1133. 1134. 1135. 1136. 1137. 1138. 1139. 1140. 1141. 1142. 1143. 1144. 1145. 1146. 1147. 1148. 1149. 1150. 1151. 1152. 1153. 1154. 1155. 1156. 1157. 1158. 1159. 1160. 1161. 1162. 1163. 1164. 1165. 1166. 1167. 1168. 1169. 1170. 1171. 1172. 1173. 1174. 1175. 1176. 1177. 1178. 1179. 1180. 1181. 1182. 1183. 1184. 1185. 1186. 1187. 1188. 1189. 1190. 1191. 1192. 1193. 1194. 1195. 1196. 1197. 1198. 1199. 1200. 1201. 1202. 1203. 1204. 1205. 1206. 1207. 1208. 1209. 1210. 1211. 1212. 1213. 1214. 1215. 1216. 1217. 1218. 1219. 1220. 1221. 1222. 1223. 1224. 1225. 1226. 1227. 1228. 1229. 1230. 1231. 1232. 1233. 1234. 1235. 1236. 1237. 1238. 1239. 1240. 1241. 1242. 1243. 1244. 1245. 1246. 1247. 1248. 1249. 1250. 1251. 1252. 1253. 1254. 1255. 1256. 1257. 1258. 1259. 1260. 1261. 1262. 1263. 1264. 1265. 1266. 1267. 1268. 1269. 1270. 1271. 1272. 1273. 1274. 1275. 1276. 1277. 1278. 1279. 1280. 1281. 1282. 1283. 1284. 1285. 1286. 1287. 1288. 1289. 1290. 1291. 1292. 1293. 1294. 1295. 1296. 1297. 1298. 1299. 1300. 1301. 1302. 1303. 1304. 1305. 1306. 1307. 1308. 1309. 1310. 1311. 1312. 1313. 1314. 1315. 1316. 1317. 1318. 1319. 1320. 1321. 1322. 1323. 1324. 1325. 1326. 1327. 1328. 1329. 1330. 1331. 1332. 1333. 1334. 1335. 1336. 1337. 1338. 1339. 1340. 1341. 1342. 1343. 1344. 1345. 1346. 1347. 1348. 1349. 1350. 1351. 1352. 1353. 1354. 1355. 1356. 1357. 1358. 1359. 1360. 1361. 1362. 1363. 1364. 1365. 1366. 1367. 1368. 1369. 1370. 1371. 1372. 1373. 1374. 1375. 1376. 1377. 1378. 1379. 1380. 1381. 1382. 1383. 1384. 1385. 1386. 1387. 1388. 1389. 1390. 1391. 1392. 1393. 1394. 1395. 1396. 1397. 1398. 1399. 1400. 1401. 1402. 1403. 1404. 1405. 1406. 1407. 1408. 1409. 1410. 1411. 1412. 1413. 1414. 1415. 1416. 1417. 1418. 1419. 1420. 1421. 1422. 1423. 1424. 1425. 1426. 1427. 1428. 1429. 1430. 1431. 1432. 1433. 1434. 1435. 1436. 1437. 1438. 1439. 1440. 1441. 1442. 1443. 1444. 1445. 1446. 1447. 1448. 1449. 1450. 1451. 1452. 1453. 1454. 1455. 1456. 1457. 1458. 1459. 1460. 1461. 1462. 1463. 1464. 1465. 1466. 1467. 1468. 1469. 1470. 1471. 1472. 1473. 1474. 1475. 1476. 1477. 1478. 1479. 1480. 1481. 1482. 1483. 1484. 1485. 1486. 1487. 1488. 1489. 1490. 1491. 1492. 1493. 1494. 1495. 1496. 1497. 1498. 1499. 1500. 1501. 1502. 1503. 1504. 1505. 1506. 1507. 1508. 1509. 1510. 1511. 1512. 1513. 1514. 1515. 1516. 1517. 1518. 1519. 1520. 1521. 1522. 1523. 1524. 1525. 1526. 1527. 1528. 1529. 1530. 1531. 1532. 1533. 1534. 1535. 1536. 1537. 1538. 1539. 1540. 1541. 1542. 1543. 1544. 1545. 1546. 1547. 1548. 1549. 1550. 1551. 1552. 1553. 1554. 1555. 1556. 1557. 1558. 1559. 1560. 1561. 1562. 1563. 1564. 1565. 1566. 1567. 1568. 1569. 1570. 1571. 1572. 1573. 1574. 1575. 1576. 1577. 1578. 1579. 1580. 1581. 1582. 1583. 1584. 1585. 1586. 1587. 1588. 1589. 1590. 1591. 1592. 1593. 1594. 1595. 1596. 1597. 1598. 1599. 1600. 1601. 1602. 1603. 1604. 1605. 1606. 1607. 1608. 1609. 1610. 1611. 1612. 1613. 1614. 1615. 1616. 1617. 1618. 1619. 1620. 1621. 1622. 1623. 1624. 1625. 1626. 1627. 1628. 1629. 1630. 1631. 1632. 1633. 1634. 1635. 1636. 1637. 1638. 1639. 1640. 1641. 1642. 1643. 1644. 1645. 1646. 1647. 1648. 1649. 1650. 1651. 1652. 1653. 1654. 1655. 1656. 1657. 1658. 1659. 1660. 1661. 1662. 1663. 1664. 1665. 1666. 1667. 1668. 1669. 1670. 1671. 1672. 1673. 1674. 1675. 1676. 1677. 1678. 1679. 1680. 1681. 1682. 1683. 1684. 1685. 1686. 1687. 1688. 1689. 1690. 1691. 1692. 1693. 1694. 1695. 1696. 1697. 1698. 1699. 1700. 1701. 1702. 1703. 1704. 1705. 1706. 1707. 1708. 1709. 1710. 1711. 1712. 1713. 1714. 1715. 1716. 1717. 1718. 1719. 1720. 1721. 1722. 1723. 1724. 1725. 1726. 1727. 1728. 1729. 1730. 1731. 1732. 1733. 1734. 1735. 1736. 1737. 1738. 1739. 1740. 1741. 1742. 1743. 1744. 1745. 1746. 1747. 1748. 1749. 1750. 1751. 1752. 1753. 1754. 1755. 1756. 1757. 1758. 1759. 1760. 1761. 1762. 1763. 1764. 1765. 1766. 1767. 1768. 1769. 1770. 1771. 1772. 1773. 1774. 1775. 1776. 1777. 1778. 1779. 1780. 1781. 1782. 1783. 1784. 1785. 1786. 1787. 1788. 1789. 1790. 1791. 1792. 1793. 1794. 1795. 1796. 1797. 1798. 1799. 1800. 1801. 1802. 1803. 1804. 1805. 1806. 1807. 1808. 1809. 1810. 1811. 1812. 1813. 1814. 1815. 1816. 1817. 1818. 1819. 1820. 1821. 1822. 1823. 1824. 1825. 1826. 1827. 1828. 1829. 1830. 1831. 1832. 1833. 1834. 1835. 1836. 1837. 1838. 1839. 1840. 1841. 1842. 1843. 1844. 1845. 1846. 1847. 1848. 1849. 1850. 1851. 1852. 1853. 1854. 1855. 1856. 1857. 1858. 1859. 1860. 1861. 1862. 1863. 1864. 1865. 1866. 1867. 1868. 1869. 1870. 1871. 1872. 1873. 1874. 1875. 1876. 1877. 1878. 1879. 1880. 1881. 1882. 1883. 1884. 1885. 1886. 1887. 1888. 1889. 1890. 1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2

Shotes
Walker
May 36 1796

Benjamin Shotes of New York in the County of Hampshire upon the Petition
Shotes his wife Pety vs Timothy Walker of Hampshire in the same
County upon an Debt in answer therupon the case for that
Pety is a good true honest large citizen of this Commonwealth
and hath ever from the time of her nativity hitherto carried
behaved & governed herself as such, hitherto held reputed &
estimated of a good Character Condition & reputation as well
among her Neighbours or Acquaintance & hath remained as
such, untoucht & unsuspected of any kind of Theft Felony
Fraud guilt & suspicion of any culpable enormous Crimes
& has been able to discharge her honest Debt & liability so to
do - Nevertheless Timothy well knowing the same
yet by contriving & maliciously intending to deprive the
Pety of her good name Character Credit Estate and
Reputation and to bring a Pety into the opprobrious
Scandal & disgrace of all persons & to cause the said
Pety to be punished according to Law as persons who are
guilty of Theft on April 25th last at the Blomford in
the presence & hearing of several good large Citizens
Pety & maliciously spoke & published published declared
& proclaimed with a loud voice these false & scandalous
English words of the Pety viz Pety prevarings Pety
Shotes had taken from John Devor from New York
& Grain & disposed of to her own use meaning that the
said Pety had feloniously stolen from the port and
Grain from John Devor & that he could prove it and
also for that the said Timothy afterwards at said
Blomford on the same day took aforesaid continuing his
Malice aforesaid with a loud voice in the presence & hear
ing of several other good large Citizens pronounced and
declared these other following English words of said
Pety viz she meaning said Pety was a Thief & had
stolen from him meaning Pety had feloniously
stolen property from him & Timothy & by means
of his & Timothy speaking the words aforesaid she
said Pety is greatly injured & brought into dispute
the Damage of John Devor & Pety five hundred
Dollars This Case was entered in Court after 12 o'clock
May Term & from thence continued from Term to Term
to this time - and now at this time the Case appears
by John Phelps Esqr. their Att^y & the said Timothy comes
& depends the Wrong & Injury when de & says he is
not guilty in manner & form as said Devor & Pety
in their Declaration have complained against him
the said Timothy & of this he puts himself over the
Court - And the said Devor & Pety likewise
(other & further pleadings & Application made by the Leave of
the Court in this Case not here recorded may be seen at
large on the files of this Term) whereupon a Jury at
this time returned and impanelled being sworn
to try the Issue declare upon their Oath that they find the
Deft is not guilty in manner & form as is set forth
in the Declaration - And then upon it is considered
by the Court that Timothy do recover against the
Devor & Pety his costs taxed at \$ 27. 49.

Executed Nov 15 1796

Miller
Dutton
May 30 1796

Chas. Miller of Southwick in the County of Hampshire yeoman
humbly shews that Consider Dickinson of Greenville in the County
of Hampshire on March 17. last before Thomas Pemberton Esq: one
of the Justices of the Peace for the County recovered Judgment
against him for \$13..33 Damages & \$1..61 Costs, that
Dickinson has refused to pay ~ But at the Time of the Service on which
said Judgment was rendered & at the Time of rendering the same
Judgment he was out of the Commonwealth & had no Notice
of said said, he therefore prays Liberty to enter Petition at this
Court that a Review may be had &c This Case was entered in
Court at May Term last when an Order of Discontinuance was made
that the said Consider should be cited to shew Cause &c And the
Complaint was continued to this Time ~ And now neither
Party appearing in Court this Case is dismissed

Mercik
Darling
May 4 1796

Philly. Mercik of Brookfield in the County of Hampshire Esq: Pleff
vs. David Darling of Salmon in the County of Hampshire yeoman
Defth in a Plea de, as is set forth in the Declaration on File in this
Case was entered in Court at May Term last & continued to
this Time ~ And now at this Time neither Party appearing in
Court this Case is dismissed

Merrick
Merrick
May 4 1796

Isaiah Sam. Merrick of Wall in the County of Hampshire Esq: Pleff
vs. Moses Merrick of Charlton in the County of Worcester yeoman
Defth in a Plea of Debt for that said Moses at Charlton was advised
Nov on March 19th 1794 by his Writing obligatory sealed with the
Seal of said Moses of that Debt acknowledged himself to be held and
firmly bound to said Isaiah in the Term of four hundred pounds
equal to five thousand & thirty three dollars & thirty three Cents to be paid
to said Isaiah when he should be so pleased & required that said Moses
the often requested hath never paid the said moneys to the Damage
of said Isaiah fourteen hundred Dollars ~ This Action was entered in
Court at May Term last & from thence continued from Term to
Term to this Time ~ And now the Pleff appears & in Defth the
true Times called to come into Court neither Defendant of Appearance
here Wherefore it is considered by the Court that the said Isaiah do sue
over against the said Moses seven hundred thirty three Dollars & thirty four
Cents Damages & Costs of suit taxed at \$
whereupon the said Moses by Esq: Upham his Att comes here into
Court & appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Northampton in & for the County of
Hampshire on the Last Tuesday of April next & he recognizes
with sureties per said Moses, prosecuting said Appeal with Effect

Williams
Haskell
May 4 1796

Isaac Williams & John Haskell Partners in a Rule of Reference
by them enterd into &c ~ which was enterd at May Term last
& continued to this Time ~ And now at this Time neither
Party appearing in Court the same is dismissed

Ruffel & al
Clark
May 5 1796

John Ruffel Moore Kingsley & Oliver Edwards all of Chesterfield in
the County of Hampshire Gent^l Pleff vs. Gamaliel Clarke of York
Esq: in a Plea de, as is set forth in the Declaration on File in this
Case was entered in Court at May Term last & continued to this Time
And now at this Time neither Party appearing in Court
this Case is dismissed

Phillips

Warner & Co.
May 16th 1796

Thompson Phillips of West Springfield in the County of Hampshire
vs
Joseph Phillips vs Jesse Warner of Conway in the same County
& Elijah Smith of Williamsburgh in the County of Windsor Trustee to
said Jesse Deft. in a plea of the Case for that said Jesse on December 9th
last by his Note for Value recd promised said Thompson to pay him
or his Order Twenty dollars on February 1st next. Yet said Jesse
the requested has not paid the same to the Damage of said Thompson
Forty Dollars & as said Jesse has up in his own hands & Forty Dollars
which cannot be come at to be attached but has deposited in the
hands of said Elijah his Trustee Goods &c to that Value.
This Case was entered in Court at May Term last when the
Deft appeared & the said Elijah the three Times called to come
into Court made Default of appearance. And the Case was
then continued to the next Term & from thence to this Time
And now at this the said Jesse the three Times called to come into
Court makes Default of appearance here whereupon it is con-
sidered by the Court that said Thompson do recover against the
Jesse Twenty Dollars & ninety five Cents Damages & Costs of
Suit taxed at \$12.82 & through & Ex^{amp} Nov^r 17 1796

Griggs

Smith
May 17th 1796

Joseph Griggs of Union in the County of Tolland & State of Conne-
cticut vs Peter Smith of Windsor in the County of Berkshire
Husbandman Deft in a plea of the Case for that said Peter on
February 10th last by his Note for Value recd promised said Griggs to
pay him Twelve pounds twelve shillings equal to forty two dollars
in One week with Interest. Yet said Peter the requested has not
paid the same but neglects it to the Damage of said Joseph Sixty
Dollars. This Action was commenced at May Term last
& continued to this Time. And now at this Time the Deft appears
& the Deft the three Times called to come into Court makes Default
of appearance here whereupon it is considered by the Court that said
Joseph do recover against said Peter Forty four dollars & ten Cents
Damages & Costs of Suit taxed at \$12.82 & through & Ex^{amp} Nov^r 17 1796

Whitlock

Rogers
May 18th 1796

Thalpk Whitlock of the bridge in the County of Worcester Gent vs
vs Moses Rogers of Rowe in the County of Hampshire Husbandman Deft
in a plea of the Case for that said Moses on August 1st 1793 by his Note
for Value recd promised said Thalpk to pay him or Order Eight
pounds six shillings & six pence (meaning twenty seven Dollars &
seventy five Cents for thirty seven Store Sheep on Demand with Interest &
Yet said Moses the requested has not paid the same but neglects it to the
Damage of said Thalpk sixty Dollars. This Case was entered in Court
at May Term last & continued to this Time. And now the Deft
appears & the Deft the three Times called to come into Court makes
Default of appearance here whereupon it is considered by the Court
that said Thalpk do recover against said Moses Thirty seven Dollars &
thirteen Cents Damages & Costs of Suit taxed at \$17.14 & through & Ex^{amp} Nov^r 14 1796

Thompson

Leon
May 18th 1796

vs Thompson of Holland in the County of Hampshire Husbandman vs
vs Leon of the same Holland Deft in a plea of the Case as is set forth
in the Declaration on File &c. This Case was entered in Court at May
Term last & continued to this Time. And now neither Party
appearing in Court this Case is dismissed

Bliska Warner of Belchertown in the County of Hampshire
Plff^r v. John Turnour late of Belchertown Codevainer & Joshua
Whitney of the same Belchertown Trustee of s^d John Defts in
wth of the Case for that the said John on June 13th 1795 by his
Note for Value rec^d promised s^d Warner to pay him seven
Dollars & one fourth of a Dollar on Demand with Interest Yet
said John the requested has not paid the same but has
with drawn him self into Court without this Commoneality
& concealed his Goods so that neither can be attached and
replevin pay the same to the Damage of s^d Warner Thirty Dollars
that s^d John has deposed in the hands & possession of s^d Joshua
Goods &c to the said Value &c This Cause was entered in
Court at the last May Term ~~wherein~~ the said Joshua appeared
in Court and being sworn declared upon his Oath that on
January last he gave a Note to s^d John Turnour for sixteen
Sheep to be paid with October & for the Use of s^d Sheep he gave
a Note to s^d John for sixteen pounds weight of Sheep wool
payable in May instant After which the Case was
continued to this Term and now at this Time the Plff^r
appears and the said John the three Times called to come
into Court makes Default of appearance here, Wherefore
it is considered by the Court that s^d Bliska do recover
against the said John Six Dollars & thirty six Cents Damages
& Costs of Suit taxed at \$ 11.00 & there of

Warner
v
Turnour &
Whitney
May 19th 1796

Ex^o off^o Dec^r 19. 1796

and it is further considered by the Court that the s^d Joshua
do also recover against the s^d John his Costs taxed at \$ 3.62
& there of &c

Ex^o off^o Dec^r 13 1796

John Filer of Belchertown in the County of Hampshire Plff^r
v. Bliska Robinson of Gleanby in the same County Def^t
in wth of the Case for that s^d Robinson ^{at Gleanby on the 20th day of} on the 20th day of
Sept last by his Note for Value rec^d promised the Plff^r
to pay him Twenty Dollars & sixty Cents on Demand with
Interest Yet said Robinson the requested has not paid the
same but neglects it to the Damage of s^d Filer forty Dollars
This Case was entered in Court at May Term last & continued to this
Term and now the Plff^r appears & the Def^t the three Times called
to come into Court makes Default of appearance here Wherefore
it is considered by the Court that the said Filer do recover
against s^d Bliska Twenty one Dollars & ninety nine Cents Damages
& Costs of Suit taxed at \$ 13.14

Filer
v
Robinson
May 19th 1796

Ex^o off^o June 21 1797

James Thompson of Pelham in the County of Hampshire Plff^r
The Subscribers of s^d Pelham Def^t in wth of the Case for that
the said Subscribers on April 6th last were indebted to s^d James
in the Sum of fourteen pounds sixteen shillings & three pence
three farthings (forty nine dollars & thirty eight Cents) for the
loan of money by s^d James before that time & their Request
paid laid out & expended & in Consideration thereof s^d Subscribers
certainly promised s^d James to pay him the same Sum on Demand
Yet s^d Subscribers the requested have not paid the same to
the Damage of s^d James Sixty Dollars This Case was entered in
Court at May Term last & continued to September Term last
when s^d Parties appeared & agreed to refer the Case to the Discre-
tion of s^d John Montague Attorney at Law & John Powers
Esq^r the Award of them or any two of them to be final to be

Thompson
v
Pelham
May 21st 1796

returned into this Court Judgment to be made up & Execution issued accordingly, which Agreement was made a Rule of this Court & the Case was then continued to this Time — And now at this Time the Deft^r appears & prays to send into Court John Edward wit^h that the said Inhabitants of Pelham do recover against the P^r James nine Dollars & sixty two Cents Costs of this P^r & Cost of this Court to be taxed by the Court — Where the said Award is accepted & it is considered by the Court that the said Inhabitants do recover against P^r James the Costs of the P^r & Court taxed at sixteen Dollars & eight Cents & thereof &c Ex^{pt} of Dec^r 24 1796

Merril
Rowe
May 21st 1796

Calvin Merrill of Pelham in the County of Hampshire Plaintiff vs Daniel Rowe of the same County Defendant upon a Plea of the Case for that Daniel on January 1st last won indebted to Calvin in the Sum of one hundred & seventy three Dollars & fifty six Cents according to the Schedule annexed to the Writ & in Consideration thereof promised Calvin to pay him the same Sum on Demand & yet Daniel the said has not paid the same but neglects it to the Damage of Calvin two hundred Dollars This Case was entered in Court at my Term last & from thence continued to this Time — And now at this Time the P^r appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Calvin do recover against Daniel one hundred & eighty two Dollars & fifty six Cents Damages & Costs of Suit taxed at \$8.45 and thereof &c Ex^{pt} of Nov^r 1st 1796

Child
Cole
May 29th 1796

Cyrus Child of Worthington in the County of Hampshire Plaintiff vs William Cole of Windsor in the County of Berkshire Defendant upon a Plea of the Case for that William on October 23rd 1795 by his Note for Value rec^d promised Cyrus to pay him sixty three Dollars on Demand with Interest & yet William the requested has not yet paid the same but neglects it to the Damage of Cyrus one hundred Dollars This Case was entered at my Term last & continued to this Time — And now the P^r appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered that Cyrus do recover against William Forty one Dollars & ninety four Cents Damages & Costs of Suit taxed at \$14.6 & thereof &c Ex^{pt} of Nov^r 14 1796

James
Horne
May 25th 1796

James Horne of Wellingham in the County of Warrham State of Vermont Plaintiff vs Thomas Horne of Deerfield in the County of Hampshire Defendant upon a Plea of the Case for that Thomas on September 14 last by his Note for Value rec^d promised James to pay him or Order Eighty pounds eighty shillings equal to twenty eight Dollars in good Sack by the Court at the market price by February 1st then next with Interest & yet Thomas the requested has not yet paid the same but neglects it to the Damage of James sixty Dollars This Case was entered in Court at my Term last & continued to this Time — And now at this Time the P^r appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said James do recover against the said Thomas Thirty Dollars Damages & Costs of Suit taxed at \$14.5 & thereof &c Ex^{pt} of Nov^r 14 1796

Field
Lindall
May 26th 1796

Ben Field of Pelham in the County of Hampshire Plaintiff vs Samuel Lindall of Deerfield in the County of Hampshire Defendant upon a Plea of the Case for that Samuel on the 1st of January 1796 by his Note for Value rec^d promised Field to pay him or Order Eighty pounds eighty shillings equal to twenty eight Dollars in good Sack by the Court at the market price by February 1st then next with Interest & yet Samuel the requested has not yet paid the same but neglects it to the Damage of Field sixty Dollars This Case was entered in Court at my Term last & continued to this Time — And now at this Time the P^r appears & the Deft^r the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Field do recover against the said Samuel Thirty Dollars Damages & Costs of Suit taxed at \$14.5 & thereof &c Ex^{pt} of Nov^r 14 1796

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Beriah Willard of Greenfield in the County of Hampshire
Plaintiff vs John Coates of Dartmouth in the County of Dukes
in a plea of the Case for that s^d John on October 15th 1795 by his
Note for Value and promised the Pl^t to pay him or Order Ten
entire Dollars on Demand with Interest yet he hath never
paid the same but neglects it to the Damage of s^d Beriah
Thirty Dollars This Case was entered in Court at May Term
last & continued to this Term - And now the Pl^t appears
& the Def^t the three Times called to come into Court on pain
of Default of Appearance here Wherefore it is considered by the
Court that the said Beriah do recover against the s^d John
Eighteen Dollars & ten Cents Damages & Costs of Suit taxed
at \$15⁰⁰ 18 & thereof do
Exon^d Nov^r 15 1796
Willard
vs
Coates
May 27th 1796

Solomon Warriner Executor of the last Will &c of James War Warriner Es^r
Plaintiff vs Peter Pompey of Mansoor in the County of Labrador Def^t
in a plea &c as is set forth in the Declaration on File &c
This Case was entered at May Term last & continued to this
Term - And now at this Time neither Party appearing
in Court this Case is dismissed
Pompey
May 29th 1796

Joseph Lathrop of West Springfield in the County of Hampshire
Plaintiff vs Elizabeth Doughty of Springfield in the County of Kent & William Brewster late of West Springfield a for said
Def^t & Isaac Smith of West Springfield Executors of the last Will &c of s^d William Brewster
in a plea of the Case for that s^d William
on November 20th 1788 by his Note for Value and promi
sed the Pl^t to pay them £2.4.9 equal to Seven Dollars
& forty six Cents on Demand with Interest & also for that
s^d William on April 9 1790 by his Note for Value and
promised one John Hooker to pay him or Order £3.10.0
equal to Seven Dollars & forty seven Cents on Demand
with Interest - And s^d John on May 10. 1792 by his
Indorsement on s^d Note assigned the Same to the Pl^t
& ordered the Contents thereof to be paid to them or Order
said William had Notice &c in Consideration thereof
promised the Pl^t to pay them the same accordingly
But s^d William has requested has not paid the same
but neglects it to the Damage of the Pl^t thirty dollars
and that s^d William has not in his own hands Goods
or the Value of thirty Dollars but has intrusted in the
hands of s^d Isaac his Truck Goods &c to the s^d Value
Lathrop &c
vs
Brewster &c
May 30th 1796

This Case was entered in Court at May Term last when
the Pl^t appeared & the s^d Isaac Smith being three Times
called to come into Court made Default of Appearance
in Court - And the Case was then continued to this Term
And now at this Time the s^d William being three Times
called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the s^d
Joseph & Elizabeth do recover against the s^d William
Twenty two Dollars & four ten Cents Damages & Costs
of Suit taxed at \$12⁰⁰ 73 & thereof do
Exon^d Nov^r 14 1796

Wells
Mather
Sept 1 1796

William Wells of Shelburne in the County of Hampshire Gent^l P^lff^r of
William Mather of Whiteley in the same County Joinder Deft^r in a
plea of the Case for that William Mather & Whiteley on December 12th 1793
by his Note for Value rec^d promised the said John to pay him on
his Order Nine pounds (equal to thirty Dollars) January 1 1795
with Interest after due M^ts William has never paid the same
the requested to the Damage of said John sixty Dollars
This Case was entered in Court at the last Term & continued to this
Term & had now at this Time the P^lff appears & the Deft^r the three
Times called to come into Court make Default of Appearance here
Wherefore it is considered by the Court that the said John do recover
against the said William Thirty three Dollars & thirty three Cents
Damages & Costs of suit taxed at \$ 11. 66 & thereof
Exon off^r Nov 12 1796

Bardwell
or
Masters
Sept 3 1796

Moses Bardwell of Montague in the County of Hampshire yeoman
P^lff^r vs Daniel Masters of Greenfield in s^e County yeoman Deft^r in
a plea de as is set forth in the Declaration on File in This Case was
entered in Court at last Term & continued to this Term and
now at this Time neither party appearing in Court this Case is dismissed

Bisfel
or
Bisfel
Sept 5 1796

Noadiah Bisfel & Samuel P. Bisfel both of Windsor in the State of
Connecticut yeomen P^lff^r vs Jonathan Marsh Bisfel of Montague
in the County of Hampshire yeoman Deft^r in a plea of the Case
for that Jonathan on May 27 1796 by his Note for Value rec^d
promised the P^lffs to pay them Nine pounds three shillings & seven
pence equal to thirty dollars & sixty Cents on Demand with Interest
yet he hath never paid the same to the Damage of s^d Noadiah & sixty
Dollars This Case was entered in Court at the last Term and continued to
this Term The P^lffs appear and the Deft^r the three Times called to come
into Court make Default of Appearance here Wherefore it is considered
by the Court that s^d Noadiah & Samuel recover against s^d Jonathan
Thirty one dollars & sixty one Cents Damages & Costs of suit taxed at
\$ 14. 06 & thereof
Exon off^r Nov 14 1796

Mather
or
Toots & al
Sept 6 1796

Ralph Mather of Philadelphia in the State of Pennsylvania m^{ch} P^lff^r
vs Daniel Toots & William Toots both of Greenfield in the County of
Hampshire Traders Deft^r in a plea of the Case for that Daniel and
William on May 11th 1796 by their Note for Value rec^d promised
s^d Ralph to pay him on his Order twelve hundred & twenty dollars in
six weeks with Interest if they have never paid the same but
neglect it to the Damage of s^d Ralph two thousand dollars
This Case was entered at the last Term & continued to this Term The P^lff
appears & the Deft^r the three Times called to come into Court make
Default of Appearance here Wherefore it is considered by the Court that
s^d Ralph do recover against s^d Daniel & William Twelve hundred & fifty
nine Dollars & twenty Cents Damages & Costs of suit taxed at \$ 19. 46
& thereof after all which the Daniel & William by Richard S. New
comb their Att^y come into Court & appeal from the Judgment of this Court
to the supreme Judicial Court to be holden at Northampton in s^e for the
County of Hampshire on the last Tuesday of April next & he recognizes for
their prosecution & Appeal with Effect & —

Price
or
Lombard
Sept 8 1796

Henry Price
or Lombard

This Case was entered at the last Term & continued to this Term & now
neither party appearing this Case is dismissed

Cotton Graves of Sunderland in the County of Hampshire Esq.
vs. Eliza Gamm of Macclesfield in the County of Cheshire Esq.
of the Case for that Eliza on December 25th 1794 by an Note
for Value recd promised said Cotton to pay him or Order Twenty
pounds & eight pence (equal to sixty seven
dollars & eighty three Cents) on Demand with Interest also for
that said Eliza on June 18th last by his other Note for Value recd
promised said Cotton to pay him or Order Three pounds nine ten
Shillings & two pence (equal to thirteen dollars & twenty Cents)
in three weeks after which Eliza has requested her not performed
either his promises but neglects it to the Damage of said Cotton
One hundred & twenty Dollars This action was entered in Court
at the last Term & continued to this Term and now at this
Term the Deft appears & the Deft the three Times called to come
into Court makes Default of appearance here Wherefore it
is considered by the Court that said Cotton do recover against
the said Eliza Eighty nine dollars & seventy three Cents Damage
& Costs of suit taxed at \$9.64 & there of at Ex^{pt} Nov^r 15. 1796

Sept 10 1796

Eliza Robinson of Grandy in the County of Hampshire Shrs.
vs. Stephen Chapin Esq. & Belando Chapin Esq.
of the Case for that Stephen Chapin & Belando as is set
forth in the Declaration on File - This Case was entered in
Court at the last Term & continued to this Term and now
at this Term the Deft being three Times called to come into Court
in Mansuit, the Deft appears & move for their Costs and
thereupon it is considered by the Court that the said Stephen
Chapin & Belando do recover against Eliza their Costs taxed
at

Robinson
Chapin & al
Sept 12 1796

Bonner Childs of Marlborough in the County of Hampshire Esq.
vs. Timothy Henry of Dursfield in the County of Essex Esq.
of the Case for that Timothy Henry on April 25th last
by his Note for Value recd promised said Bonner to pay
him sixty Dollars on Demand with Interest yet Timothy
has never paid the same but neglects it to the Damage of
said Bonner Fifty Dollars This Case was entered at the
last Term and continued to this Term and now at this Term
the Deft appears and the Deft the three Times called to come into
Court makes Default of appearance here Wherefore it is
considered by the Court that the said Bonner do recover against
the said Timothy Thirty five Dollars & five Cents Damage
& Costs of suit taxed at \$18.0 & there of at Ex^{pt} Nov^r 15. 1796

Childs
Henry
Sept 14 1796

Thomas Brattle of Cambridge in the County of Middlesex Esq.
vs. Nathaniel Kingsley of Gloucester in the County of Hampshire Esq.
of the Case for that as is set forth in the Declaration on
File - This action was entered at the last Term & continued to
this Term and now at this Term neither party appearing in
Court this Case is dismissed

Brattle
Kingsley
Sept 21 1796

Sabonik Dewey of Levere in the County of Hampshire Esq.
vs. Abraham Davis of Levere Esq.
of the Case for that Abraham Davis on April 15th last by an Note for Value
recd promised said Sabonik to pay her or Order Twelve Dollars on
or before July 15th then with north Interest after which Sabonik has
never paid the same to the Damage of said Sabonik Forty Dollars
This Case was entered at the last Term & continued to this Term and now at
this Term the Deft appears and the Deft the three Times called to come

Dewey
Davis
Sept 32 1796

into Court makes Default of Appearance here wherefore it is awarded by the Court that Iuben do recover against the said Abraham thirty one Dollars & five Cents Damages & Costs of Suit taxed at \$9.30 & thereof &c.

Ex. p. Nov. 15 1796

Starns Appel^l
Rendall
Sept. 34 1796

William Senior Starns of New Salem in the County of Hampshire
Gideon Appell^t or Samuel Rendall of the same New Salem
Gideon Appell^t from the Judgment of Dr. Phil. Kellogg Just^{ice}
Paris as may be seen at large on File ~ This Appeal was
entered in Court at the last Term & continued to this Term
and now at this Time neither party appearing in Court
this Case is discontinued

Starns Petitioner, for
Partition
Sept. 35 1796

Humbly shew Joshua Spear of West Springfield in the County of Hampshire
His bondsmen that he is interested with Jacob Wendell of the same West
Springfield His bondsmen in a certain Tract of Land in West Springfield
spars and containing about twenty thousand four hundred north on Edward
Lephons Land Easterly on Eben Leonard Sen^r southerly on Jacob
Wendells Land westerly on Elijah Lathrop on the West Side of Tilar
Brook Meadow so called that the said Joshua owning the one moiety of
said Land in common & undivided with the said Jacob Wendell who
holds the other half of said Land & the said Joshua being desirous of improv
ing & holding his part of Land in severally ways that partition
may be made of said Land & a Committee may be appointed to
divide the same Land that he may hold his part in severally &c
which Petition was entered in Court at September Term last when
it was order d that the said Joshua notify the said Jacob by sending him
with a Copy of said Petition & then return thereon three days before hand
that he appear & shew Cause on Friday the 9th day of September instant
at three Clock in the afternoon at the Court when the prayer of said
Petition should not be granted ~ at which same Term the said Jacob
appeared to ~~the Court~~ &c. and the said Petition was continued to
this Term ~ and now at this Time the said Joshua appears by George
Bluff & his Att^y the said Jacob by Joseph Lyman & his Att^y comes
& sheweth the Force & Injury when d & says that he the said Jacob is
inward in his Demure as off the of the whole of the said twenty three
hundred & land in a Complaint of the said Joshua above described in which
that the said Joshua owns the one moiety of the said Land in common &
undivided with the said Jacob as in the Complaint is supposed
and that the said Jacob is ready to verify wherefore he prays judg
ment that partition may not be made of the said Land and
Judgment for his Costs ~ And the said Joshua says
that notwithstanding any thing by the said Jacob in his aforesaid
plea alleged partition of the said Land ought to be made because
he says that he the said Joshua owns the one moiety of the said
Land in common & undivided with the said Jacob as he hath in
Johns hath in his Complaint alleged and that he prays may
be enquired of by the Court by ~ And the said Jacob likewise
whereupon a Jury at this Time returned & impanelled being sworn
to say the Jury declare upon their Oath that they find that the said Joshua
does not own the one moiety of the said Land in common & undiv
ided with the said Jacob as the said Joshua in his Complaint hath alleg
ed and that upon it is considered by the Court that the said Jacob do recover
against the said Joshua his Costs taxed at

whereupon the said Joshua appeals from the Judgment of the Court to the
superior Judicial Court to be holden at Northampton and for the
County of Hampshire on the last Tuesday of April next & he
do agrees with the said Jacob to be prosecuted thereunto & to pay

Assembly & new Joseph Williams & others of the Spring field in the County of
Hampshire Proprietors of a Tract of meadow land adjoining & near to the brooks which runs thro the Town in a Town that
dious push of meadow are often damaged by being flooded
& stagnant water remaining thereon & that the same brook
is greatly obstructed & impeded in its course, that removing
said Obstructions & clearing said brook will be for the general
Benefit of the Proprietors aforesaid but will render the water
more pure & fit for use & by draining said stagnant water
render the air more healthy & salubrious They therefore
pray that Commissioners of sewers may be appointed to
remove said Obstructions in said brook pursuant to
the Directions of the Law in such Case provided & a
which said Petition was entered in Court at the last Term
when it was ordered by the Court, that all persons interested
be notified to appear at the then next Term to shew Cause
if any they had why the prayer of said Petition should not
be granted, & notification to be published in the principal
New Paper then in use previous to said Term and thereupon
the said Petition was continued to this Time And
now at this Time the Petitioners appear & no Objections being
offered why the prayer of said Petition should not be granted
It is now considered by the Court that William Gibson
Esq. Thomas Adams & William Ely be & they hereby are appoin-
ted Commissioners of sewers on said Petition, who in discharge
ing the Duties of their Appointment are to conform them-
selves to the Directions of the Statute in such Case made &
provided

Prisoners of Upper Seneca field in the County of North Bayards
ampton & State of Pennsylvania against Robert Thompson
Maxwell Gent^l & Joshua Maxwell Esq^r men both of Chester Maxwell & al
field in the County of Hampshire Sept in a plea of Just
pass on the Case for that I Prere also Charles field on October
4th last was possessed of one Bay Horse called the Gordon Horse
of the Value of five hundred dollars as of his own property
& being so then possessed I Prere the Horse out of his poss
saw casually lost which same Horse afterwards the same
day into the hands & possession of Thompson & Joshua by
finding the same - I Prere also knowing I Horse to be the
property of I Prere & to him to belong & contriving and
fraudulently intending the Theft of said Horse craftily and
suddenly to deceive & defraud the other requested hath not
yet delivered the said Horse to I Prere, but to their own
Use have converted & disposed of to the Damage of said
Prere Five hundred Dollars which Case was entered in Court
at the last Term when the said Parties appeared & agreed to refer
this Case to the Judgment & Determination of Samuel Henshaw Esq^r
Esq^r Hunt Esq^r & William Linnan Esq^r the Award of them or
any two of them to be binding to be returned unto the Court under
seal to be made up & sworn to accordingly which Award
each of said Parties made the Rule of this Court in this Case and
it was considered by the Court that the Case be continued to this
Time And now the Parties appear & the Prere
aforesaid send into Court their Award viz^t that the Prere recover
of the said Sept & thirty Dollars Damages & Costs of Expenses
taxed at Seventeen Dollars & ten Cents & Costs of Court to be taxed
by the Court

which said award is accepted & it is thereupon considered by the Court that S Isaac do recover against S Thompson & S Lewis thirty Dollars Damages & Costs of Court & Expence taxed at \$47.2 & thereupon Nov 15 1796

Adams

Warren

Sept 44 1796

Joseph Adams of Shillingsby in the State of Connecticut yeoman Plaintiff
vs
Isaac Warren of Palmer in the County of Hampshire yeoman Defendant
in a plea of the Case for that S Isaac on March 3 1791 by his note for Value recd promised S Joseph to pay him forty five pounds (equal to one hundred & fifty Dollars) in one year. Yet S Warren the requested hath never paid the same but neglected it to the Damage of said Adams one hundred Dollars. This Case was entered in Court at the last Term & continued to this Time and now the Plaintiff appears and the Defendant three Times called to come into Court under Default of Appearance here. Wherefore it is considered by the Court that the S Joseph do recover against the S Isaac sixty seven dollars and fourteen cents Damages & Costs of Suit taxed at \$14.19 & thereupon Nov 14 1796

Smith & Co

Payant

Sept 47 1796

Oliver Smith & Thomas Bartlett both of Boston in the County of Suffolk Gent^l Plaintiff
vs
Peter Bryant late of Cummington in the County of Hampshire Physician Defendant
in a plea of the Case for that S Peter on June 24th 1795 being indebted to S Smith & Bartlett in the sum of eighty six pounds & eleven pence (equal to two hundred eighty six Dollars eighty one cents & nine mills) for divers Goods wares & Merchandise by them sold & delivered to S Peter at his request & in Consideration thereof said Peter promised the Plaintiff to pay them that sum on Demand. Yet S Peter the requested hath never paid the same but neglected it to the Damage of S Oliver & Thomas two hundred eighty six Dollars. This Case was entered in Court at the last Term then of & continued to this Time and now at this Time the Plaintiff appears & the Defendant three Times called to come into Court under Default of Appearance here. Wherefore it is considered by the Court that S Oliver & Thomas do recover against said Peter two hundred eighty six Dollars & eighty one cents Damages & Costs of Suit taxed at \$11.93 & thereupon Nov 18 1796

Worlow

Laurel & Reg^l

Sept 48 1796

Reba Worlow of Cummington in the County of Hampshire yeoman Plaintiff
vs
Joseph Laurel late of Rowe in S County Farmer & Edmond LaBell of Cummington a farmer & Trustee of S Joseph Defendant in a plea as is set forth in the Declaration on File. This Case was entered in Court at the last Term & continued to this Time and now at this Time neither party appearing in Court this Case is dismissed

Howe

Burrage

Sept 49 1796

Elizabeth Howe of Plainfield in the County of Hampshire yeoman Plaintiff
vs
S Foster Burrage of Plainfield yeoman Defendant
in a plea of the Case for that said Foster on September 28 1795 by his note for Value recd promised S Elizabeth to pay him or Order seven pounds ten shillings (equal to twenty five Dollars) by May 1st then next with Interest. Yet S Foster the requested has never paid the same but neglected it to the Damage of S Elizabeth fifty dollars. This Case was entered in Court at the last Term & continued to this Time and now the Plaintiff appears & the Defendant three Times called under Default of Appearance here. Wherefore it is considered by the Court that the S Elizabeth do recover against S Foster twenty six Dollars & sixty three cents Damages & Costs of Suit taxed at \$3.03. Whereupon S Foster by Appeal came his Appeal was allowed & appeal from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton in And by the Court only allowed on the last Tuesday of April next & he is to appear for his Appeal & answer to the same & S Elizabeth is

William Gove of Worthington in the County of Hampshire Trader
 & Samuel Bradish of Cummington in the County of Hampshire Plaintiff
 vs
 William Johnson late of Cummington Blacksmith & Joseph Ma Gove & al
 son of Cummington yeoman & trustee to S^r William Deft in
 a plea as set forth in the Declaration on File - This case was
 entered in Court at the last Term & continued to this Term
 & now at this Term neither Party appearing in Court
 this case is discontinued

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as
 Johnson & al
 Sept^r 5th 1796

Bliss Warner of Belchertown in the County of Hampshire Gent^l Warner
 Plaintiff vs
 Elijah Thunk of Granby in the same County Gent^l Deft in
 a plea of Covenants broken. For that s^r Thunk at Northampton
 on April 11th 1796 made executed & delivered to s^r Warner
 his Deed of Bargain & Sale duly acknowledged & registered
 in which it is witnessed that s^r Thunk for the Consideration
 of three hundred fifty four Dollars & eighty three Cents before
 the enrolling the same Deed paid to s^r Warner did
 give grant bargain sell release convey & confirm
 to him s^r Warner his heirs & assigns forever the one half of
 the Grist mill standing near s^r Thunk's Dwelling House in
 Granby a foresaid & the one half of the Iron works standing
 on the other end of the same Barr on which Gristmill
 stands & also the Potash works with the Cisterns, Sheds
 to the same belonging standing near the same Gristmill
 in Granby a foresaid Also s^r Blacksmiths Shop with the
 Tools belonging to the same, to have & to hold the same with
 the appurtenances to him the s^r Bliss his heirs & assigns fore
 ever to him & his heirs & land in & by the same deed s^r Bliss
 did covenant with s^r Bliss that before & until the enrolling
 the same Deed he s^r Bliss was the lawful owner of s^r Thunk
 the premises & that he had good right & lawful authority
 to give grant bargain sell release convey & confirm the
 same in manner aforesaid & that the premises were
 free & clear of all former & other Gifts Grants Bargains
 Sales Leases & Mortgages & all other Incumbrances whatsoever
 & that he would warrant secure & defend the same to
 him s^r Bliss against the lawful Claims of any person
 whatsoever & land s^r Bliss says that at the Time of
 executing said Deed said Bliss was not the lawful ow
 ner of the premises nor had any right or lawful au
 thority to give grant bargain sell release convey or confirm
 the same, & that they were not free & clear of Mortgages
 or other Incumbrances but s^r premises were mortgaged
 to John Worthington & Elizabeth Doughty & to the Collection
 of the Union Bank & to John Worthington & to Thomas
 Pearsall & others so that by means thereof s^r Bliss cannot
 legally have or hold the same & so s^r Bliss says s^r Bliss
 his Covenants in form aforesaid made hath broken and
 not kept the same to the Damage of s^r Bliss Two hundred
 Dollars & This case was entered at the last Term & continued to
 this Term & and now at this Term the Deft appears & the Deft
 to this Term called to come into Court makes default of
 appearance here Wherefore it is considered by the Court that
 said Bliss do recover against s^r Bliss Two hundred Dollars
 Damages & Costs of Suit taxed at s^r 4th D^{ts} & there of &
 Exon^o if Nov^r 14 1796

Woodley
Leach & al
Sept 54 1796

Asahel Moody of Amherst in the County of Hampshire yeoman & P^lff
vs. Asa Leach yeoman & Simeon Bardewell Husbandmen both of
Pulkrustown in s^d County Defts in a plea of the Case for that s^d Asa and
Simeon abt Pulkrustown on November 27. 1794 by their Note for
Value rec^d promised & Asahel to pay him Eight pounds nine
shillings & six pence (twenty eight Dollars & twenty six Cents) in
Bar Iron at Six Dollars by the hundred & to deliver the same to said
Asahel at his Dwelling house in Amherst & paid on or before the
first day of February then next with Interest (yet s^d Asa & Simeon
have never performed their Promise to the Damage of s^d Asahel
Twenty Dollars) This Case was entered in Court at the last Term when
the s^d Asa & Simeon the then Parties called to come into Court made
Default of Appearance in Court & and the Case was from thence
continued for Judgment to this Term & and now the P^lff appears
& moves for Judgment & it is considered by the Court that said
Asahel do recover against the s^d Asa & Simeon Thirty one Dollars
& fifty eight Cents Damages & Costs of Suit taxed at \$ 9.28 &
thereof &c
Ex^{mp} 2nd Nov. 19 1796

Dutkinson & al Adm^r
Thompson
Sept 28 1796

Oliver Dutkinson of Amherst in the County of Hampshire yeoman &
Hannah Coats of Amherst in s^d County Widow Administrators on the
Estate of Deaser Coats late of s^d Amherst yeoman Deed P^lff vs.
John Thompson of Amherst aforesaid Gent^l Deft in a plea of the
Case for that s^d John abt Amherst on April 10th 1794 by his Note for
Value rec^d promised s^d Deaser then living to pay him on Order Six
pounds (Twenty Dollars) on Demand with Interest (yet s^d John has
never paid the same to s^d Deaser or s^d Administrators but neglects it to
the Damage of s^d Administrators Thirty Dollars) This Case was entered in
Court at the last Term when the Deft the then Parties called to come into
Court made Default of Appearance in Court & and the Case was contin-
ued for Judgment to this Term & and now the P^lff appears & moves for
Judgment & it is considered by the Court that s^d Oliver & Hannah
do their s^d Capacity do recover against the s^d John Twenty three Dollars &
ten Cents Damages & Costs of Suit taxed at \$ 0.94 & there of &c
Ex^{mp} 2nd Nov. 19 1796

Harwood Appel^r
Woodward
Sept 29 1796

Benjamin Harwood of Greenwicks in the County of Hampshire Appel^r
vs. Basha Woodward of Greenwicks Gent^l Appellee from the Judgment
of Isaac Povers Just^l Pac^l as may be seen at large on File in
This Appeal was entered at the last Term & continued to this Term
and now at this Time neither Party appearing in Court this
Case is dismissed

Hook & al
Lyman &
Sept 62 1796

Oliver Hook yeoman & Margaret Bond Widow both of Conway in
the County of Hampshire Executors of the last Will & of Sarah Bond
late of Conway dec^d P^lff vs. William Lyman of Northampton
in the County aforesaid Gent^l Deft in a Plea de as is set forth
in the Declaration on File in s^d Court This Case was entered in Court at the
last Term & continued to this Term & and now at this Time neither
Party appearing in Court this Case is dismissed

Gunn
Gunn
Sept 63 1796

Samuel Gunn of Montague in the County of Hampshire yeoman P^lff vs.
Stephen King yeoman of s^d Montague in the State of Connecticut Carpenter
Deft on a Plea de as is set forth in the Declaration on File This Case
was entered at the last Term & continued to this Term & and now at
this Time neither Party appearing in Court this Case is dismissed

Gad Smith of Whately in the County of Hampshire and Puff
vs Daniel Spooner of Heath in s^d County yeoman Debt in a Smith
Plea of the Case for that s^d Daniel on February 22^d 1796 by his Note
for Value rec^d promised s^d Gad to pay him or Order One hundred &
thirty three Dollars & twenty five Cents by April 20th then next with
Interest Yet said Daniel the aforesaid has not paid the same Sep^r 6th 1796
but neglects it to the Damage of said Gad One hundred & forty
six Dollars This Case was enter^d in Court at the Last Term &
continued to this Time and now at this Time the Puff
appears & the Deft the three Times called to come into Court
makes Default of appearance here Wherefore it is consider
ed by the Court that the said Gad do recover against the
said Daniel One hundred thirty eight Dollars & eighty Cents
Damages & Costs of Suit taxed at $\$ 9. 12$ & thereof a

Excepⁿ Nov^r 14 1796

Asahel Harriman of Easthampton in the County of Hampshire
Yeoman Puff vs Benjamin Hickox & Ephraim Hickox both
of Conway in s^d County yeomen Debt in a plea of the Case
for that s^d Benjamin & Ephraim on November 25th 1795
last promised s^d Asahel to pay him or Order Three hundred
thirty three Dollars & thirty four Cents on or before May 1st then
next with Interest - Also for that s^d Defts on November 25th
last by their Other Note for Value rec^d promised s^d Asahel
to pay him or his Order One hundred & sixty six Dollars &
seventy six Cents on or before February 1st then next with
Interest Yet s^d Defts have never paid the same but neglect
it to the Damage of s^d Asahel Three hundred & eighty Dollars
This Case was enter^d in Court at the Last Term & the said
Parties appeared & agreed to refer the Case with all Demands
to the Determination of S^r Ephraim Bellm^r S^r J^r Tomlin & S^r Ben^r
Pomroy - After which the Case was continued to this
Term and now at this Time s^d Parties appear & the Deft
res^{ts} a few and send into Court their Answer viz^t that s^d
Benjamin & Ephraim pay s^d Asahel Seventy two Dollars
Damage & twenty Dollars & seventy nine Cents Cost of
the Cause, the Costs of Court to be taxed by the Court
Whereupon it is considered by the Court that s^d Asahel do recover
against s^d Benjamin & Ephraim Seventy two Dollars
Damages & Costs of Suit taxed at $\$ 30. 68$ & thereof a

Excepⁿ Nov^r 16 1796

Phurios Carver of Duxfield in the County of Hampshire Yeoman
Puff vs Moses Wright of Duxfield a farmer a plea of the Case
for that s^d Moses at s^d Duxfield on Feb^r 20th last by his Note for Value rec^d promised said
Phurios to pay him Six pounds thirteen shillings & four
pence (equal to Twenty two dollars & twenty two Cents)
and entered with Interest Yet said Moses has not paid
the same to the Damage of s^d Phurios Thirty Dollars This
Case was enter^d in Court at the Last Term & continued to this
Term and now the Puff appears & the Deft the three Times
called to come into Court makes Default of appearance here
Wherefore it is considered that s^d Phurios do recover against
said Moses Twenty two Dollars & twenty two Cents Damages
& Costs of Suit taxed at $\$ 10. 34$ & thereof a

Excepⁿ Nov^r 17 1796

Carver
vs
Wright
Sept 70 1796

Dangiel
Bisbee
Sept 72 1796

Frederick Bangs & Josiah Hayden both of Weymouth in the County of Hampshire later and Traders Plaintiffs vs. Luther & Jesse of Cammington in the same County Defendants Debt in a plea of the case for that Luther & Jesse of said Cammington on November 25th last by his note for value rec^d promised the Plaintiffs to pay them or Order Fifty seven dollars & fifty Cents on demand with Interest yet Luther & Jesse the requested hath not paid the same but neglected to the Damage of Plaintiffs sixty six Dollars & which action was entered at the last Term & continued to this Time & And now at this Time the Plaintiffs appear & the said Luther the three Times called to come into Court neither Default of appearance here wherefore it is considered by the Court that Luther & Jesse do recover against Luther Sixty Dollars & eighty four Cents Damages & Costs of Suit taxed at \$9¹¹ 17 & there of &c
Ex^{mo} 17th Nov^r 1796

Preach & al
Smith & al
Sep^r 74 1797

Robert Preach & John Preach both of Northampton in the County of Hampshire Plaintiffs vs. Trade Plaintiffs vs. John Smith & al in the County of Northampton Defendants Debt in a plea of the case for that John Smith & al Northampton on July 20th last was justly indebted to the Plaintiffs in the sum of Eighty seven dollars & sixty three Cents for various goods &c of the Plaintiffs the Defendants their request sold & delivered & being so indebted & Debt in Consideration thereof promised the Plaintiffs to pay them the same sum on demand & yet John Smith & al the requested have never paid the same but neglected it to the Damage of Robert & John thirty dollars & This case was entered at the last Term & continued to this Time & And now at this Time the Plaintiffs appear & the Defendants the three Times called to come into Court neither Default of appearance here wherefore it is considered by the Court that the Robert & John do recover against the John Smith & al Eighty seven dollars & ninety Cents Damages & Costs of Suit taxed at \$7¹¹ 96 & there of &c
Ex^{mo} 16th Nov^r 1797

Samuel
Pool
Sep^r 75 1798

Robert Preach & John Preach both of Northampton in the County of Hampshire Plaintiffs vs. Abijah Pool of Plainfield in the County of Essex Defendants Debt in a plea of the case for that Abijah Pool Northampton on January 15th last by his note for value rec^d promised the Plaintiffs to pay them or Order Twenty nine dollars & six Cents on demand with Interest yet Abijah the requested hath not paid the same but neglected it to the Damage of Robert & John Fifty dollars & This case was entered in Court at the last Term & continued to this Time & And now at this Time the Plaintiffs appear & the Defendants the three Times called to come into Court neither Default of appearance here wherefore it is considered by the Court that the Robert & John do recover against the Abijah Thirty Dollars & forty three Cents Damages & Costs of Suit taxed at \$11¹¹ & there of &c

Marion
Whelock
Sep^r 76 1797

Amos Marion of Northampton in the County of Hampshire Plaintiff vs. Ralph Whelock of Plainfield in the County of Berkshire Defendant Debt in a plea of the case for that Ralph Whelock on March 10th 1795 by his note for value rec^d promised & comes to pay him or Order Seven pounds & 10th equal to \$23¹¹ 33 - by Nov^r 1st then worth with Interest to Ralph the requested has not paid the same but neglected it to the Damage of Amos forty Dollars & This action was entered at the last Term & continued to this Time & And now the Plaintiff appears & the Defendant the three Times called to come into Court neither Default of appearance here wherefore it is considered that Amos do recover against Ralph Twenty five Dollars & sixty seven Cents Damages & Costs of Suit taxed at \$9¹¹ 51 & there of &c
Ex^{mo} 17th Nov^r 1796

John Hillman John Goodman & Richard Wood all of South Hadley in
the County of Hampshire & Asabel Ludd of Charlemont in the County
late joint Carriers in Boateng Dept in a plea of the Case for that Thomas all
these County Sheriffs Dept in a plea of the Case for that Thomas all
South Hadley on November 3 last in Consideration that the Ship
had before that Time all his Request transported down goods from
Hartford to Chesapeake in Deerfield, & burned on himself & to the
Ship promised to pay them so much money as they deemed to
have been for on demand & send the Ship over they delivered to him
for the transportation aforesaid seventy eight dollars & fifty two
cents & yet S. Thomas the requested has not performed his promise
but neglects it to their damage ninety Dollars & This action was
entered in Court at the last Term thereof & continued to this Time
and now at this Time (the S. John having deceased since the last
Term) the S. John Richard & Asabel appear in Court at the said
Thomas the three Times called into the Defendant of Appearance in Court
whereupon it is considered by the Court that S. John Richard & Asabel do
recover against S. Thomas thirty six dollars & eighty four cents Damages
& Costs of Suit taxed at \$ 12.71 & thereof &c
Exon. off Nov 16 1797

Hillman & al
at
Wells
Sept 80 1796

North Goodman of South Hadley in the County of Hampshire Co. Dept
vs. Asabel Williams of the same South Hadley County Dept in a plea of
the Case for that Asabel vs. South Hadley on March 20 last by
his note for Value recd promised the Ship to pay him Twelve pounds
equal to forty Dollars within ten months with Interest & yet when
Asabel the requested has not paid the same but neglects it to the
Damage of S. Williams forty dollars This case was entered in Court
at the last Term & continued to this Time & now at this
Time the Ship appears & the Dept the three Times called to come into
Court another Defendant of Appearance here whereupon it is consid-
ered by the Court that S. Williams do recover against the S. Asabel
Thirty four dollars & seven cents Damages & Costs of Suit taxed at
\$ 8.60 & thereof &c
Exon. off Nov 16 1797

Goodman
vs
Williams
Sept 84 1796

Asabel Starnum of Northampton in the County of Hampshire
vs. John Papp vs. Benjamin Hickox of Conway in the same County
Hickox Dept in a plea of as is set forth in the Declaration on
File This was entered in Court at the last Term & continued on
for a Rule of Reference to this Time & now at this Time neither
party appearing in Court this action is dismissed

Starnum
vs
Hickox
Sept 85 1796

David Slack of Northampton in the County of Hampshire vs. John
Samuel Walcott of Wilmotburgh in the County of Essex Dept in a
Plea of the Case for that S. Walcott a vs. S. Northampton on April 28
1795 by his note for Value recd promised the Ship to pay him
Eight pounds equal to \$ 96.66 2/3 by January 2^d then next
Interest to be paid yet S. Walcott the requested has not paid the
same but neglects it to the Damage of said David forty dollars
This case was entered in Court at the last Term when the Dept being
three Times called to come into Court made Defendant of Appearance
and in Court and the Case was then continued for Judgment
to this Time and now at this Time the Ship appears & says
Judgment and it is considered by the Court that S. David do
recover against S. Samuel Twenty nine dollars & fifty four cents
Damages & Costs of Suit taxed at \$ 10.44 & thereof &c
whereupon the S. Samuel by his Taylor Counselor does not appear to the Ship
Indured Court to be holden at Northampton on the last Tuesday of

Slack
vs
Walcott
Sept 87 1796

April next & he acquiesces with Justice for Tammels prosecuting
said appeal with effect &

Clap
as
Clap
Sept. 29 1796

Jonathan Clap of Easthampton in the County of Hampshire Gent^l
Plff^r vs Aaron Clap of the same Easthampton Gent^l Deft^d in a
plea of the Case for that Aaron abt Easthampton on August 1st
1795 by his Note for Value recd promised P Jonathan to pay him
or Order Eight pounds five shillings & two pence equal to Twenty
seven dollars fifty two Cents & pence annly on Demand with
Interest Yet Aaron the requested has not paid the same
but neglects it to the Damage of said Jonathan Fifty dollars
This Case was enter'd in Court at the last Term & continued to
this Time ~ And now at this Time the Plff appears & the
Deft the three Times called to come into Court makes Defaults
of Appearance here Wherefore it is considered by the Court
that the P Jonathan do recover against the said Aaron Twenty
seven dollars & seventy nine Cents Damages & Costs of Suit taxed
at \$10.14 & thereof do
Exp^{ts} of Nov 17 1797

Clap
as
Eastman
Sept. 29 1796

William Clap of Northampton in the County of Hampshire Yeomⁿ
Plff^r vs David Eastman of Hadley in s County Yeomⁿ Deft^d in a
plea of the Case for that David abt Northampton on November 4th
1795 by his Note for Value recd promised P William to pay him
Thirty one pounds equal to One hundred & three dollars thirty three
Cents in two months with Interest Yet David the requested has
not paid the same but neglects it to the Damage of said William
One hundred & thirty Dollars ~ This Case was enter'd at the last
Term & continued to this Time ~ And now the Plff appears
& the Deft the three Times called to come into Court makes Defaults
of Appearance here Wherefore it is considered by the Court that
P William do recover against the P David Sixty eight dollars
& forty five Cents Damages & Costs of Suit taxed at \$9.80
Exp^{ts} of Nov 14 1797

Stearns
as
Bardwell
Sept. 30 1796

David Stearns of Palmer in the County of Hampshire Yeomⁿ Plff^r
vs Jonathan Bardwell of Uxbridge & also Leach Shepherdson both of s
County in the County of s Deft^d in a plea of the Case for that
Jonathan & also abt Palmer on the first month day of January in the
year of our Lord 1794 by their Note for Value recd promised said
David to pay him or Order Twenty eight pounds equal to Nine & three
dollars & thirty three Cents in two years with Interest Yet Jonathan
& also the requested have not paid the same but neglects it to the Damage
of said David One hundred & fifty dollars This Case was enter'd in Court
at the last Term & continued to this Time ~ And now the Plff appears
& the P Jonathan & also the three Times called to come into Court make
Defaults of Appearance here Wherefore it is considered by the Court that
the said David do recover against the P Jonathan & also One hundred
& four dollars & ninety three Cents Damages & Costs of Suit
taxed at \$12.15 & thereof do
Exp^{ts} of Nov 14 1797

Mum
as
Wood
Sept. 31 1797

Mariano Mum of Worcester in the County of Hampshire Husbandmⁿ
Plff^r vs Stephen Wood of Wrentham in the same County Husbandmⁿ
Deft^d in a plea of the Case for that Stephen abt Worcester on
February 1st 1797 by his Note for Value recd promised Mariano
to pay him or Order thirty one dollars & sixty nine Cents by May 1st
then next with Interest, not paid Yet said Stephen the request

ed has not paid the same but neglects it to the Damage of said
Marcella eighty dollars This Case was entered in Court at
the last Term thereof and continued to this Term and now the
Jury appears at the Dept the three Times called to come into Court
making Default of appearance here Wherefore it is considered that
Marcella do recover against S^r Stephen Sixty four dollars and
eighty three Cents Damages & Costs of Suit taxed at \$13.85

Whereupon I Stephen by Stephen Pouchon Gent^l his Att^{ny} comes
into Court & appeals from the Judgment of the Court to the next
term Judicial Court to be holden at Northampton in & for s^d
County on the last Tuesday of April next & he recognizes with
Juries for s^d Stephen prosecuting s^d Appeal with s^d Appeal.

Chenoweth Colburn Prop v Joseph Rogers Deft in a
 case as is at large set forth in the Declaration her Filed as This Case
 was entered at the last Term & continued to this Term And now
 at this Term neither party appearing in Court this Case is
 dismissed

Part Holland & Peter Weaver both of Belknapstown in the
County of Hampshire Gent^l & Puff^r is John Wilmar Sherborn
John Governor Gent^l Asabel Alvord or Perabel Moore Sherborn
dweller all of South Hadley in 1st County & Asabel Sudd of Belknap
dweller in 1st County Sherbornmen Deft^s in a plea of the Com
for that Puff^r & Alvord on May 14th last by their Note for
Value recd promised the Deft^s to pay them or Order one
hundred & twenty four dollars & sixty nine Cents ordered
with Interest Yet Puff^r has not paid the same but
neglects it to the Damage of Puff^r Two hundred dollars
This Case was enter'd in Court at the last Term & continued
to this Term & and now at this Term the Puff^r appear & the
Deft^s having demand since the last Term the Puff^r & the
Asabel or Perabel & Asabel being three Times called to appear
into Court make Default of appearance here wherefore
it is consider'd by the Court that said Park & Peter do recover
against the said Puff^r Moore & Sudd

Lincoln Chapin of Springfield in the County of Hampshire
Gent^l Puff vs John Smith of Springfield yeoman Deft^t
in a plea of the Case for Debt & John of Springfield on
October 30th 1795 by his Note for Value rec^d presented the
Puff to pay him Seventy pounds ten shillings equal to eight
eight Dollars & thirty four Cents with Damages with Interest for
the same & John the requested hath never paid the
same but neglects it to the Damage of Lincoln one hund
red Dollars This Case was entered in Court at the next
Term thereof & continued to this Time And now the Puff ap
pears & the Deft^t has three Times called to come into Court
without Appearance here Wherefore it is consid
ered by the Court that the s^d Lincoln do recover against the
said John Seventy two dollars & forty four Cents Damages
& Costs of Suit taxed at \$10⁰⁰ 13 & thereof &c

Exon p^o Nov^r 15 1797

Colburn

24

Rogers

Sept 96 1797

Holland & Co

25

Helman & Co

Chapman

27

Frank

Sept 103 1797

Deogth & al
Septon
Sept 100 1796

Jonathan Deogth & James Scott Deogth Shopkeeper both of Springfield in the County of Hampshire Plaintiffs vs. Noah Septon of Worthington in S County Defendant Deft in a plea of the Case for that S Deogth at Springfield aforesaid on March 4th 1795 by his Note for Value received promised the Plffs to pay them or Order Eighty pounds six shillings and five pence equal to Twenty six dollars ninety Cents on Demand with Interest Also for that S Noah on June 9th 1795 by his other Note for Value received promised the Plffs to pay them or Order Thirty four pounds four shillings & nine pence equal to Forty four dollars twelve Cents & on half on Demand with Interest Yet the aforesaid said Noah hath never performed either said promises but unjustly neglects it to the Damage of S Jonathan & James ninety Dollars This Case was entered in Court at the last Term thereof & continued to this Time and now at this Time the Plffs appear & the Deft the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that S Jonathan & James do recover against the S Noah Twenty nine Dollars & forty three Cents Damages & Costs which taxed at \$ 12.48 & thereupon Exempt Nov 18 1797

Chapman
Pegg
Sept 113 1796

Daniel Chapman of Bethel in the State of Connecticut Plaintiff vs. Ebenezer Pegg of West Springfield in the County of Hampshire Defendant Deft in a plea of the Case for that S Chapman at West Springfield aforesaid by his Note for Value received promised the Plff to pay him or Order Twenty dollars on Demand with Interest till paid Yet the aforesaid said Ebenezer hath never paid the same but neglects it to the Damage of said Daniel Twenty Dollars This Case was entered in Court at the last Term & continued to this Time and now at this Time the Plff appears & the Deft the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the S Daniel do recover against the S Ebenezer Twenty dollars & fifty Cents Damages & Costs of such taxed at Dots 12.48 & thereupon Exempt Nov 18 1797

Phillips &
Fowler
Sept 115 1796

William Phillips of Boston in the County of Suffolk & Philip A. Tulas Fowler Jun^r of Southwick in the County of Hampshire Count^s Deft in a plea of the Case for that S Tulas at S Northampton on January 18th 1793 by his Note for Value received promised S William to pay him or Order in two years twenty one pounds fourteen shillings & nine pence equal to Seventy two dollars & forty five Cents with Interest for the same till paid Yet S Tulas the aforesaid has never paid the Plff the same but neglects it to the Damage of S William Eighty Dollars This Case was entered in Court at the last Term thereof & continued to this Time and now at this Time the Plff appears & the Deft the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said William do recover against the said Tulas Eighty six dollars & sixty seven Cents Damages & Costs of such taxed at \$ 13.79 & thereupon Exempt Nov 18 1797

Lemuel Flower Plaintiff v. Abner Burdank Defendant in a Plea de as is at large set forth in the Declaration on File de
 This Case was entered in Court at the last Term & continued to this Time & now at this Time neither Party appearing in Court this Case is dismissed

Flower
 Burdank Es
 Sep^r 117. 1796

Aaron Clapp of Southampton & Aaron Clapp of Southampton both in the County of Hampshire Plaintiffs v. Seth Hammon of Southampton Defendant in a plea of the Case for that S^t Seth at Southampton aforesaid on May 1st last was justly indebted to the Plaintiffs in the Sum of thirty six dollars for Goods & wares by the Plaintiffs to S^t Seth at his Request sold & delivered & being so indebted S^t Seth in Consideration thereof assumed on himself & promised S^t Plaintiffs to pay them the same Sum whenever after he should be thereto required Yet the other requested S^t Seth hath never paid the same but neglects it to the Damage of S^t Aaron & Aaron thirty dollars ~ This Case was entered in Court at the last Term & continued to this Time & now the Plaintiffs appear & the said Seth the three Times called to come into Court make Default of Appearance here ~ Whereupon it is considered by the Court that the S^t Plaintiffs do recover against the said Seth Thirty six Dollars Damages & Costs of Suit taxed at \$10.05 & thereof

Clapp & al
 Hammon
 Sep^r 119 1796

Wash Thayer of Palmer in the County of Hampshire Plaintiff v. Abigail Scott of the same Palmer Widow Defendant from the Judgment of William Jackson Esq. Just. Pac. in which Case Abigail was Plaintiff & Wash Defendant in a plea de as is set forth in the Papers on File de ~ This Appeal was entered in Court at the last Term thereof & continued to this Time & now at this Time neither party appearing in Court this Case is dismissed

Thayer App^t
 Scott
 Sep^r 123 1796

Shedden Leavitt of Suffolk in the State of Connecticut Esq. Plaintiff v. Benjamin Smith Jun^r of Hadley in the County of Hampshire Husbandman Defendant in a plea of the Case for that S^t Benjamin at Northampton on August 17 1795 by his Note for Value received promised the Plaintiff to pay him Thirty five pounds three shillings equal to One hundred & seventeen dollars & seven pence or Demand with Interest Yet the requested S^t Benjamin has not paid the same but neglects it to the Damage of said Shedden One hundred & fifty dollars ~ This Case was entered in Court at the last Term & continued to this Time & now the Plaintiff appears ~ And the Defendant the three Times called to come into Court makes Default of Appearance here ~ Whereupon it is considered by the Court that the S^t Shedden do recover against the said Benjamin Ninety Dollars and thirty six pence Damages & Costs of Suit taxed at \$12.28 & thereof

Leavitt
 Smith
 Sept^r 124 1796

Gas Wain of Sheffield in the County of Hampshire Plaintiff v. Lemuel Arms of Deerfield in the same County Trader Defendant in a plea of the Case for that S^t Lemuel at Deerfield aforesaid on December 10th last by his Note for Value received promised the

Wain
 Arms
 Sept^r 128 1796

Plff to pay him four hundred & forty four dollars twelve Cents and five mills by February 16th then next ~~Sept~~ ^{Sept} Lennel the often requested has not performed his said promise but neglects it to the Damage of said Gad four hundred Dollars - This Case was entered in Court at the last Term & continued to this Time - And now at this Time the Plff appears & the Deft the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that the Plff do recover against S Lennel One hundred sixty four dollars & eighty three Cents Damages & Costs taxed at \$11⁰⁰ & thereof &c

Ex. off Nov 19 1796

Gosvener

Virginia

Sept 130 1796

Nathan Gosvener of Pamphlet in the State of Connecticut Trd^r Plff v. Peter Virginia of Ashfield in the County of Hampshire Negro Deft in a plea of the Case for that S Peter on June 3 1793 by his Note for Value recd promised the Plff to pay him or Order Eight pounds and nine pence equal to Twenty six dollars & seventy nine Cents & the Interest on Demand Yet S Peter the requested has not paid the same but neglects it to the Damage of S Nathan sixty Dollars - This Case was entered in Court at the last Term & continued to this Time - And now at this Time the Plff appears and the Deft the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that the said Nathan do recover against the S Peter Thirty two dollars & twenty five Cents Damages & Costs of Suit taxed at \$13⁰⁰ & thereof &c

Ex. off Nov 16 1797

Lavel

Arms & al

Sept 135 1796

Calvin Lavel of Ashfield in the County of Hampshire Gent Plff v. William Arms & al a Merch late of Charlestown in S County Joint Defters & Samuel Travers of S Charlestown Cordwainers Defts in a plea of the Case for that S Deft at Charlestown aforesaid on January 28th last by their Note for Value recd promised the Plff to pay him forty seven dollars & twenty five Cents within two months with Interest Yet S Deft or either of them the requested the same have not paid but neglects it to the Damage of said Calvin fifty dollars - This Case was entered in Court at the last Term & continued to this Time & now the Plff appears & the S Deft & Samuel (who only have been summoned) being three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that S Calvin do recover against S Arms & Samuel Thirty three dollars & twenty four Cents Damages & Costs of Suit taxed at \$13⁰⁰ & thereof &c

Ex. off Nov 16 1796

Ducke

Thellogg

Sept 136 1796

Isaiah Ducke Plff v. Isiah Thellogg Deft in a plea de ar & sct for in the Declaration in Title de - This Case was entered at the last Term & continued to this Time & now at this Time neither Party appearing in Court this Case is dismissed

Fuller

Fuller

Sept 137 1796

Zachariah Fuller of Ashfield in the County of Hampshire Trd^r Plff v. Nathan Fuller of Goshen Husbandman & Joseph Smith Jun^r of Ashfield Trd^r Defts in a plea of the Case for that S Nathan & Joseph on November 15 1794 by their Note for Value recd promised the Plff to pay him or Order Two hundred & twenty one pounds eight shillings & one penny & eight farthings & a half & thirty eight Dollars & one Cent by October 1st then next with

Interest - Yet said Nathan & Joseph the requested the same have not paid but neglect it to the Damage of \$³ Field five hundred Dollars - This Case was entered in Court at the last Term thereof and continued to this Time - and now the Plff appears & the Dfth the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Zachariah do recover against the said Nathan & Joseph Three hundred & twenty dollars & five Cents Damages & Costs of Suit taxed at \$⁰ 0 & thereof &c Ex. p. Nov. 16 1796.

Zachariah Field of Ashfield in the County of Hampshire Trader Plff v. Nathan Fuller of Goshen Husband m. & Joseph Smith Junr of Ashfield Trader, both in the County aforesaid Dfth in a plea of the Case for that said Nathan & Joseph Ashfield aforesaid on November 15th 1794 by their Note for Value and promised the Plff to pay him or Order Two hundred pounds equal to one hundred & sixty six dollars & sixty seven Cents on Demand with Interest Yet said Nathan & Joseph the requested have not paid the same but neglect it to the Damage of said Zachariah Three hundred dollars This Case was commenced at the last Term & continued to this Time & now the Plff appears & the Dfth the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Zachariah do recover against the said Nathan & Joseph Two hundred forty one Dollars & sixty three Cents Damages & Costs of Suit taxed at \$⁰ 13 25 and thereof &c Ex. p. Nov. 16 1796.

Field
Fuller
Sep. 138 1796

Samuel R. Pearson of Goshen in the County of Hampshire Cabb Pearson m. & Maker Plff v. Simon Darling of the same Goshen Husbandman Dfth in a plea of the Case for that said Simon aforesaid on April 18th last by his Note for Value and promised the Plff to pay him or Order Twenty three pounds sixteen shillings & nine pence equal to \$⁷⁹ 46 by May 20 then next with Interest Yet said Simon the requested has not paid the same but neglect it to the Damage of the said Samuel One hundred dollars This Case was entered in Court at the last Term & continued to this Time - The Plff appears & the Dfth the called make Default of appearance in Court - Wherefore it is considered by the Court that said Samuel do recover against the said Simon Twenty eight dollars & forty two Cents Damages & Costs of Suit taxed at \$⁰ 12 13 & thereof &c Ex. p. Nov. 16 1796.

Darling
Sep. 139 1796

Eldad Wright of Northfield in the County of Hampshire Gent. Plff v. Solomon Wells of the same Northfield Soldier Dfth in a plea of the Case for that said Wells aforesaid on January 1st 1796 by his Note under his hand of that date for Value received promised the Plff to pay him Twenty two dollars and fifty Cents with the on Demand Yet said Wells the requested has not paid the same but neglect it to the Damage of said Wright forty dollars This Case was entered in Court at the last Term & continued to this Time - The Plff appears & the Dfth the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that the said Eldad do recover against the said Solomon Twenty three dollars & sixty seven Cents Damages & Costs of Suit taxed at \$⁰ 12 13 & thereof &c Whereupon said Solomon appears from the Judgment of this Court to the Supreme Judicial Court to be held at Northampton aforesaid on the last Tuesday of April next & he by a Plea recognises for prosecuting the same to Effect &c &c

Wright
Wells
Sept. 141

Cutler & al
Langdon
Sept. 142 1796

James Cutler & Jonathan Anny 3^d both of Boston in the County of Hampshire Merchants Plaintiffs vs Isaac Langdon of Dover in the County of Hampshire Trader Deft in a plea of the Case for that S^d Isaac on February 3^d 1793 by his Note for Value rec^d promised the Pl^{ts} to pay them or Order sixty seven pounds sixteen pence equal to \$226.¹⁷ within three months with Interest after the first date S^d Isaac on February 26th 1794 by his other Note under his hand of that Date for Value rec^d promised the Pl^{ts} to pay them or Order Twenty one pounds eighteen shillings & seven pence equal to \$79.¹⁰ with Interest after four months & yet S^d Isaac the agent has not paid the same but neglects it to the Damage of said Cutler & Anny four hundred dollars - This Case was entered in Court at the last Term & continued to this Term & The Pl^{ts} appear & the Deft the called master Defendant of Appearance in Court - Wherefore it is considered by the Court that said Cutler & Anny do recover against the said Isaac Two hundred thirty nine dollars & fifty three Cents Damages & Costs of Suit taxed at \$14.¹⁷ - Whereupon the S^d Isaac by Richard E. Newcomb & his Att^{ys} comes & appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognises with Sureties for S^d Isaac's prosecuting the same to Effect & -

Squires
Bisfel & al
Sept. 144 1796

David Squires Pl^t vs Jonathan M. Bisfel Deft & Josephus Bisfel Deft in a plea as is set forth in the Declaration on File in Court at the last Term & continued to this Term And now at this Time neither Party appearing in Court this Case is dismissed

Same
Bisfel
Sept. 145 1796

David Squires Pl^t vs Jonathan M. Bisfel Deft in a plea as is set forth in the Declaration on File in Court at the last Term & continued to this Term And now at this Time neither party appearing in Court this Case is dismissed

Lymon & al
Newell
Sept. 158 1796

Jackson Lymon & Elias Lymon both of Hartford in the State of Connecticut Merchants Plaintiffs vs David Newell of Andover in the County of Worcester Trader Deft in a plea of the Case for that S^d Newell on July 9. 1795 by his Note for Value rec^d promised one Levi Kendall to pay him or Order One hundred forty seven pounds eighteen shillings & eleven pence of the Value of \$493.¹⁵ in one year from the date with Interest - And S^d Kendall on the same day by his indorsement on S^d Note ordered the Com^{rs} to be paid to the Pl^{ts} of said S^d Newell had notice & became liable to pay the same accordingly & in consideration thereof promised the Pl^{ts} to pay the same or demand yet the agent of said Newell & Lymon has not paid but neglects it to the Damage of S^d Pl^{ts} one thousand dollars - This Case was entered in Court at the last Term & continued to this Term & And now the Pl^{ts} appear & the Deft the three Times called to come into Court master Defendant of Appearance and here Wherefore it is considered by the Court that the said Jackson & Elias do recover against S^d David

Whereupon S^d David by Edward Updham his Att^{ys} comes & appeals from the Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognises with Sureties for S^d David prosecuting said Appeal with Effect & -

Samuel Painter of Northfield in the County of Hampshire Plaintiff
vs
Jonathan Goss of Peterham in the County of Worcester Esq^r Def^t
in a plea of the Case for that s^d Jonathan at s^d Northampton on July
4th 1796 being indebted to the pl^t in fourteen dollars & eighty four
cents according to the account annexed to the Writ then & there
in consideration thereof procured the Pl^t to pay him the
same on demand & yet the requested s^d Goss said sum has
not paid but neglects it to the Damage of s^d Samuel thirty
dollars & This Case was entered in Court at the last Term &
continued to this Time & The Pl^t appears & the Def^t the called
another Def^t of appearance in Court & Wherefore it is
considered by the Court that s^d Samuel do recover against the
said Jonathan fourteen dollars & eighty four cents Damages
& Costs of Suit taxed at \$ 12. 79 & thereupon
Executed Nov. 14 1796

Reverie
Goss
Sept. 15 1796

Nathaniel Chase App^t vs. Sam^l Matteson Int. App^llee
from the Judgement of Ebenezer Dickinson Esq^r Jst as may be
seen at large in the Copies on File &c. This Action was
entered at the last Term & continued to this Time & and now
neither Party appearing in Court this Case is dismissed

Chase App^t
Matteson
Sept. 16 1796

Arthur Magill & Stephen Clay Esq^s of Middletown in the State of
Connecticut merchants Pl^ts vs. Rufus Atwater Merchant Defendant
Esq^r both of Plainfield in the County of Hampshire Def^t in a Plea
of the Case for that s^d Rufus & Partner on March 25th 1795 by
their Note for Value rec^d procured the Pl^t to pay them One
hundred sixty nine pounds four shillings & four pence equal
to \$ 564. 6 in one year with Interest & yet s^d Def^t the
request to have not performed the same to the Damage of said
Arthur & Stephen Seven hundred Dollars & This Case was entered
in Court at the last Term thereof & continued to this Time & and
now the Pl^t appears & the Def^t the three Times called to come into
Court make Def^t of appearance here Wherefore it is con-
sidered by the Court that the s^d Arthur & Stephen do recover
against the s^d Rufus & Partner Seven hundred nineteen
Dollars & four cents Damages & Costs of Suit taxed at
\$ 17. 30 & thereupon the s^d Def^t by Edrd P. Sherman their
Att^y come & appeal from the Judgement of this Court to
the Supreme Judicial Court to be holden at Northampton
in & for s^d County of Hampshire on the last Tuesday of
April next & he assigns with further for their pro-
ceeding & Appeal with Efforts &c

Magill & al
Atwater & al
Sept. 16 1796

Rufus Atwater Pl^t vs. Consider Willis & others Esq^s Def^t
as is set forth in the Writ on File &c. This Case was en-
tered at the last Term & continued to this Time & and now
at this Time neither Party appearing in Court this
Case is dismissed

Atwater
Willis & al
Sept. 16 1796

Daniel Bigelow of Peterham in the County of Worcester
Esq^r Pl^t vs. Moses Goddard late of Orange in the County
of Hampshire Gent^l Def^t in a Plea of the Case for that s^d Moses
on May 11th 1795 by his note for Value rec^d procured the Pl^t
to pay him or Order nineteen pounds seven shillings &
one penny equal to Sixty five dollars & ninety six cents on Demand

Bigelow
Goddard & al
Sept. 17 1796

with Interest Yet ^s Moses the request has not paid the same to the Damage of ^s Daniel one hundred Dollars - And ^s Daniel further saith ^s Moses has not in his own hands Goods & Estate to the Value aforesaid which can be come at to be attached but has intrusted to & deposited in the hands of Oliver Chapin of the same Orange his Trustee Goods Effects & Credits to the said Value &c. This Case was enter'd in Court at the last Term when the ^s Plaintiff appeared & the said Oliver being three Times called to come into Court made Default of Appearance & the Case was then continued to this Time - And now the ^s Plaintiff appears & the said ^s Moses the three Times called makes Default of Appearance in Court wherefore it is considered by the Court that the said Daniel do recover against the said ^s Moses Eighty seven dollars & seventy nine Cents Damages & Costs of Suit taxed at \$12.14 & thereof &c.
 Given at New 18 1796 -

Sundall
as
Player
Sep 7 1796 1796

Samuel Sundall of Warwick in the County of Hampshire ^s Plaintiff
vs Joel Thayer of Orange in ^s County ^s Defendant Dkt in a plea of the
Case for that ^s Joel on November 4th last by his Note for Value
rec'd promised the ^s Plaintiff to pay him or Order Sixty six dollars
& sixty seven Cents by April 1st then next with Interest Yet
^s Joel the request has never paid the same but neglects
it to the Damage of said Samuel one hundred dollars
This Case was enter'd in Court at the last Term & continued
to this Time - And now at this Time the ^s Plaintiff appears & the
Def't the called makes Default of Appearance in Court -
Wherefore it is considered by the Court that the ^s Samuel do re
cover against ^s Joel Seventy dollars & sixty seven Cents Damages
& Costs of Suit taxed at \$12.90 & thereof &c.
 Given at New 15 1796

Wiley
as
Lathrop
Sep 17 1796

Samuel Wiley of Dalton in the County of Berkshire Trader
Plf vs Benj Lathrop of Woburn in the County of Hampshire
Gent^l Def't in a Plea as is set forth in the Writ on Filice
This Case was enter'd at the last Term & continued to this Time
and now the ^s Plaintiff appears & the Def't the three Times called to
come into Court makes Default of Appearance here -
The necessary Papers not being filed in this Case no Judgements
or an Appeal enter'd by the ^s Plaintiff are therefore recorded -

~~Wiley~~
as
Thunt
Sep 180 1796

Samuel Lord of Lyane in the State of Connecticut ^s Plaintiff
vs Elijah Sheak of Grafton in the County of Hampshire Gent^l Def't
in a plea of the Case for that ^s Elijah on December 2nd last by
his Note for Value rec'd promised ^s Samuel to pay him
thirty seven pounds equal to one hundred & twenty three dollars
& thirty three Cents & three mills within four months with Interest
after that Time Yet ^s Elijah the request has never paid the same
but neglects it to the Damage of ^s Samuel Two hundred dollars
This Case was enter'd in Court at the last Term & continued to this Time
& now the Def't being called makes Default of Appearance here
Wherefore it is considered that said Samuel do recover against the
^s Elijah one hundred twenty nine dollars & twenty eight Cents Damages
& Costs of Suit taxed at \$13.47 & thereof &c.
 Given at New 34 1797

John Worthington of Springfield in the County of Hampshire Esq^r
 Vs^r Thomas White of South Hadley in s^d County Esquire
 Debt in a plea wherein he demands, Satisfaction of the Return of
 Land in s^d Hadley on which said White has lately dwelt rent
 arriving one hundred Acres with the Buildings thereon standing
 in that part of s^d South Hadley called the Hall Woods, some part
 of which containing fifty Acres part thereof is the farm of
 which I do think late of s^d South Hadley dec^d & which
 was sold by Order of Court a publick Vendue the other fifty
 being his & both of s^d adjoining the former & is land formerly
 of Thomas Morgan & which Thomas bought of s^d Morgan & is
 bounded South on the aforesaid Farm of s^d South Hadley
 on the East of s^d Farm of s^d South Hadley & North on Land of Solomon Thorne
 & which Land & Buildings the s^d Thomas conveyed to s^d John by
 Deed & whereon s^d John claims & says that abt South Hadley
 within 10 years last past he was lawfully seized of the demand
 ed premises with the appurtenances in his Name as of
 free holding the profits thereof to the Value of sixty dollars
 by the Year & ought to have remained in possession thereof
 but that the s^d Thomas since that Time unlawfully & without
 any lawful Right got to do enter into the demand ed pre
 mises & thereof deprived the said John & continues to do so
 & therefore owes of the same to the Damage of s^d John
 One thousand dollars - This Case was entered in Court abt
 the last Term & continued to this Time - And now the s^d John
 appears & the Debt the called another Default of appears
 once in Court - Wherefore it is considered by the Court
 that the s^d John do recover against the s^d Thomas Satisfaction
 of the demand ed premises & Costs of such Part abt
 Ten dollars & one Cent & there of &c

Westington &
 vs
 White
 Sep^r 183 1796

Writ of Habeas Corpus Nov^r 14 1796

The Proprietors of the Locks & Canal on Connecticut River Petition Daniel
 Martin of Danbury in the County of Hampshire Esquire abt Boston
 Debt in a plea of Trespass on the Case for that s^d Daniel on May 20th
 last abt s^d Northampton did hire of s^d Proprietors a certain Boat
 with Sail & Bars for a certain Term betwixt the said Proprietors &
 said Daniel agreed to use in transporting Goods from Danbury
 aforesaid to South Hadley in s^d County & said Proprietors had del
 ivered said Boat & Sail & Bars to s^d Daniel to use in transporting
 Goods from s^d Danbury to s^d South Hadley the s^d Daniel the same
 Boat Sail & Bars so badly carelessly negligently & improvidently
 did use & manage that the same Boat Sail & Bars by his meer
 Neglect Carelessness & Improvidence while in his possession were
 wholly lost to wit abt South Hadley - Also for that s^d Daniel on
 May 30th last did hire of s^d Proprietors a certain other Boat Sail &
 Bars to use in transporting other Goods &c from Danbury to South
 Hadley below in Connecticut River as the Owner of such Goods should
 direct for so much Money as the Use of s^d Boat &c should
 be reasonably worth & s^d Proprietors had delivered s^d Boat with
 a Sail & Bars to s^d Daniel, the s^d Daniel the same Boat &c did so
 badly carelessly negligently & improvidently use & manage that
 the same by his meer negligence carelessness & improvidence
 were wholly lost - Also for that whereas abt South Hadley
 aforesaid on May 30th last the said Proprietors were possessed of
 one other Boat with a Sail & Bars of the Value of Sixty dollars as of
 their own proper Goods & Chattels & being then & there so possessed the

Proprietors of Locks
 vs
 Martin
 Sep^r 183 1796

said Proprietor afterwards on the Day last aforesaid and South Hadley lost the said Goods & Chattels out of their Possession which said Goods & Chattels on the same day came to the hands & possession of said Daniel by finding y^e said Daniel knowing the said Goods & Chattels to be the proper Goods & Chattels of the said Proprietor & of right to belong & appertain to said Proprietor yet con-
triving & fraudulently intending to deceive & defraud the said Proprietor in this behalf altho often thereto requested hath not delivered the said Goods & Chattels to the said Proprietor ~~but~~ to work on the same May 30th at said South Hadley converted & disposed the same to his own use to the Damage of said Proprietor viztly Dollars ~ This case was entered in Court at the last Term & continued to this Time & now at this Time the Plea appear by John Hooker Esq^r their Att^y & the Deft^s by Simon Strong Esq^r his Att^y comes & defends & avouches a fort^{er} he says he is not guilty in manner & form as set forth in the Declaration though against him & though just to himself on the Country And the said Proprietor say the Plea aforesaid of the said Daniel is insufficient in Law & that he is not bound to make answer thereto reserving liberty of replying anew on the appeal of this Court & agreeing that there shall be no review on the Part of the Plea in the Supreme Judicial Court & therof pray Judgment ~ And the said Daniel agreeing to said Reservation on the Terms aforesaid says the Plea aforesaid by him pleaded is sufficient & therof prays Judgment ~ Whereupon all the Premises being seen by the Court it appears to the Court that the Plea aforesaid of the said Daniel is a good & sufficient answer to the Pleas Declaration & that the Plea by the said Plea aforesaid ought to receive Nothing ~ Therefore it is considered that the said Plea by their Plea aforesaid do receive Nothing but that for their grounds of Claim they be in money & and also that said Daniel do recover against the said Proprietor his Costs taxed at

Whereupon the said Proprietor by their Att^y aforesaid appeal from the Judgment of this Court to the Supreme Judicial Court to be held at Northampton aforesaid on the last Tuesday of April next & he recognises with Sureties for their prosecuting the same to Effect

Codwise & al
at
Wiley
Sept 190 1796

George Codwise Esq^r & Peter Ludlow both of the City & State of New York
vs
Daniel Wiley of Northampton in the County of Hampshire Town
his Deft^s in a plea of the Case for that said Deft^s on July 15th last was indebted to said George Peter & James Minkley four pounds seven shillings & six pence & a half of the State of New York equal to Two hundred thirty five dollars & eighty nine Cents for Goods Wares & Merchandises before that Time sold & delivered to him at his Request & being so indebted said Deft^s then & there procured said Plea to pay them the same sum with the Interest whenever he should be therunto requested & yet said Deft^s the aforesaid has not paid the same but neglects it to the Damage of said George Peter & James Minkley hundred dollars This case was entered in Court at the last Term and continued to this Time ~ And now the Plea appear & the Deft^s the called makes Default of Appearance in Court wherefore it is considered that said George Peter & James do recover against said Deft^s Two hundred & forty dollars & thirty nine Cents Damages & Costs of Suit taxed at \$13.7 ~

Whereupon said Deft^s by Stephen Pinchoir Esq^r Att^y comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the last Tuesday of April next & he recognises with Sureties as the Law directs for said Deft^s prosecuting his Appeal with Effect &c

Henry Day, Hatter & Levi Robbins Merchants both of West Springfield in said County Defendants vs Gain's Bankers of Springfield in said County Plaintiffs in a plea of the Case for that said Gain's on September 21st last by his note for Value rec'd promised said Henry & Levi to pay them or Order Seven pounds equal to twenty three dollars & thirty three Cents on or before June 15th then next Yet said Gain's the respondent has never paid & Note back except as to the Damage of said Henry & Levi Forty dollars This Case was entered in Court at the last Term & continued to this Time & and now the Plaintiff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Henry & Levi do recover against said Gain's Seventy four dollars & thirty nine Cents Damages & Costs of Suit taxed at \$9.71 & there of &c

Day & al
vs
Bankers
Sept^r 191 1796.

Exon^r if^r Nov^r 16 1796

Jeremiah Atwater of New Haven in the State of Connecticut Plaintiff vs William Taylor of South Hadley in the County of Hampshire Yeoman Deft in a plea of the Case for that said William on September 20 1790 by his Note for Value rec'd promised said Jeremiah to pay him Thirteen pounds Five Shillings & Five pence equal to forty four dollars & twenty four Cents within two years with Interest Yet said William the respondent has never paid the same but neglects it to the Damage of said Jeremiah One hundred Dollars This Case was entered in Court at the last Term & continued to this Time And now the Plaintiff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Jeremiah do recover against the said William Fifty nine dollars & sixty nine Cents Damages & Costs of Suit taxed at \$12.11 and there of &c

Atwater
vs
Taylor
Sep^r 194 1796

Exon^r if^r Nov^r 16 1796

Joseph Lyon Plaintiff vs Ebediah Townsend Deft in a plea de as in set forth in the Subscrib'd File - This Case was entered in Court at the last Term & continued to this Time & and now neither Party appearing in Court this Case is dismissed

Lyon
vs
Townsend
Sep^r 196 1796

Daniel Prapel of New Salem in the County of Hampshire Plaintiff vs Samuel Cook of New Salem Genl Deft in a plea of the Case for that said Daniel at New Salem on April 15th last by his Note for Value rec'd promised said Daniel to pay him Eight pounds Three Shillings & Seven pence equal to Twenty seven dollars & twenty six Cents within Six weeks with Interest Yet said Samuel the respondent hath never paid the same but neglects it to the Damage of said Daniel Fifty dollars This Case was entered in Court at the last Term and continued to this Time & and now the Plaintiff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Daniel do recover against said Samuel Seventy eight Dollars & twenty one Cents Damages & Costs of Suit taxed at \$11.15 & there of &c

Prapel
vs
Cook
Sep^r 201 1796

Exon^r if^r Nov^r 14 1796

Allen
Masham

Sept. 204 1796

Ezra Allen Plaintiff vs. Jonathan Masham Defendant in a Plea
as is set forth in the Declaration on File. This Case was entered at
the last Term & continued to this Time & now at this Time neither
Party appearing in Court this Case is dismissed

Shendall

Sterne

Sept. 205 1796

Samuel Shendall Plaintiff vs. Wm. Jenison Sterne Defendant in a Plea
as is set forth in the Declaration on File. This Action was entered
at the last Term & continued to this Time & now at this Time neither
Party appearing in Court this Case is dismissed

McCarty & al

Southwick

Sept. 206 1796

Nathaniel McCartney of Peterham in the County of Worcester Plaintiff &
Shubael Child Stratton of New Salem in the County of Hampshire Defendant
Plaintiff vs. Samuel Southwick of S^d New Salem yeoman Defendant in a
plea of the Case for that S^d Samuel at S^d New Salem on February 11th
last by his Note for Value recd promised the Plaintiff to pay them or
Order thirteen dollars & twenty cents on Demand with Interest. Also
for that said Samuel at S^d New Salem on August 23 1796 was
indebted to S^d Plaintiff in the Sum of six dollars & 20 Cents to balance
the Account annexed to the Writ & then & there promised to
pay the same on demand. Yet S^d Samuel the requested has
never performed either S^d Promise but neglects it to the Damage
of S^d Nathaniel & Shubael forty Dollars. This Plea was entered in
Court at the last Term & continued to this Time & now at this Time
neither Party appears & the Plaintiff the three Times called to come into Court on this
Default of Appearance here wherefore it is considered by the Court
that the said Nathaniel & Shubael do recover against the S^d Samuel Twenty
Dollars Damages & Costs of Suit taxed at \$12.11 & thereof do
Execution Writ 14 1796

Cartier

Turner

Sept. 210 1796

Elias Cartier of Montgomery in the County of Hampshire Plaintiff vs.
Nathan Turner of Chester in the same County yeoman Defendant in a
Plea of the Case for that S^d Nathan on April 25th 1795 by his Note for
Value recd promised the Plaintiff to pay him Twelve pounds equal to
forty Dollars by January 1st then next with Interest. Yet said
Nathan the requested hath never paid the same but neglects it
to the Damage of said Elias sixty dollars. This Case was entered &
at the last Term & continued to this Time & now at this Time
the Plaintiff appears & the Defendant the three Times called to come into Court
on this Default of Appearance here wherefore it is considered by
the Court that the S^d Elias do recover against the S^d Nathan Forty
three dollars & seventy two Cents Damages & Costs of Suit taxed
at \$9.42. After which S^d Nathan by Jonathan Woodbridge
his Attorney comes into Court & appeals from the Judgment of this
Court to the Supreme Judicial Court to be held at Northampton
in S^d County of Hampshire on the last Tuesday of April next
& he recognizes with Sureties for S^d Nathan prosecuting S^d Appeal
with Effect &c

Mumford

Smith

Sept. 211 1796

William Mumford of Westfield in the County of Hampshire
Plaintiff vs. Isaac Smith of Chester in S^d County yeoman Defendant
in a plea of the Case for that S^d Isaac on August 1st 1795 by his Note
for Value recd promised one Abner Greenward to pay him or Order
Eighteen pounds equal to fifty Dollars in one year with Interest
And after wards on the same day S^d Abner by his Indorsement on the

some Note, ordered the Contents thereof to be paid to the Plaintiff for Value received of which said Isaac the same day had Notice & became chargeable to pay the same to the Plaintiff & in Consideration thereof then & there undertook & promised the Plaintiff to pay the Contents of the same Note to the Plaintiff - Yet Isaac the requested has never paid the same but neglects it to the Damage of said Williams eighty dollars - This Case was entered into Court at the last Term and continued to this Time - And now at this Time the Plaintiff appears and the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Williams do recover against the said Isaac Fifty three dollars & eighty eight Cents Damages & Costs of which taxed at \$10.12 & thereof &c

Exoniff^d Nov. 10 1796

Ernest Took & al Plaintiff as Pilleded Towler. Defendant in a Plea de as is set forth in the Declaration on File &c. This Case was entered at the last Term & continued to this Time. And now at this Time no other Party appearing in Court this Case is dismissed

Took & al
Towler
Sep. 21 1796

Ernest Took & al Plaintiff as Perry & Piring 3 Defendant in a Plea de as is set forth in the Declaration on File &c. This Case was entered at the last Term & continued to this Time - And now at this Time no other Party appearing in Court this Case is dismissed

James
Perry
Sep. 21 1796

David Ingraham Plaintiff Cyrus Webster & al Defendant in a Plea de as is set forth in the Declaration on File &c. This Case was entered in Court at the last Term & continued to this Time. And now at this Time no other Party appearing in Court this Case is dismissed

Ingraham
Webster
Sep. 21 1796

Simion Edwards of Northampton in the County of Hampshire Plaintiff Isaac Cartwright of Williamsburgh in the County of Essex Defendant in a Plea of the Case for that Isaac on January 23^d 1796 by his Note acknowledged there was due to said Simion Four pounds six Shillings equal to fourteen dollars forty seven Cents & three Mills which said Isaac promised to pay said Simion on demand & said Isaac the requested has never performed & promise but neglects it to the Damage of said Simion twenty dollars - This Case was entered at the last Term & continued to this Time - And now the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Simion do recover against the said Isaac Twenty Dollars & twelve Cents Damages & Costs of which taxed at \$7.30 & thereof &c

Edwards
Cartwright
Sep. 21 1796

John Chandler Williams of Plymouth in the County of Berkshire Plaintiff Isaac Wilder of Westfield in the County of Hampshire Defendant in a Plea of the Case for that Wilder on March 2^d last by his Note for Value received promised on his Oath to pay him or Order Thirty eight pounds & seven Shillings four pence equal to one hundred twenty nine dollars & thirty six Cents on demand with Interest & afterwards on the same day the said Shy by his Indorsement on said Note for Value received ordered the Contents thereof to be paid to the Plaintiff or payee said Wilder then instantly had Notice & became chargeable to pay the same to the Plaintiff & in Consideration thereof promised the Plaintiff to pay him the same accordingly Yet Wilder the requested has never performed his promise but neglects it to the Damage of said Williams one hundred & thirty Dollars - This Case was entered in Court at the last Term and continued to this Time - And now the Plaintiff appears & the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Williams do recover against the said Wilder one hundred thirty four dollars & ninety one Cents Damages & Costs of which taxed at \$12.11 & thereof &c

Williams
Wilder
Sep. 22 1796

Exoniff^d Nov. 14 1796

enter it in Court at the last Term thereof when the Plea appeared and
John S. Douglass Agent & Trustee to Lewis also came into Court &
being sworn as the Statute requires declared upon his Oath that he had
a Note left by Duplessis against Isaac Blais 2 in favour of Baron
Gillet in doct'd by S. Gillet to S. Duplessis of Baron parol'd with
negotiable or not he does not recollect. Also that he had in his hands
left by Duplessis six more Saddles of the value of about eight Dol-
lars each & six pair of spurs, each of the value of about one dollar
each pair also a Note left by Duplessis against one Baron Gillet
in favour of Duplessis for the sum of one hundred & eighty dollars
on which there is now due about sixty dollars for all which he gave
said Duplessis a Receipt — Sign^d John S. Douglass

Also Benjamin Ripley comes here into Court & being likewise sworn
declared upon his Oath that about November 7th last he gave S. Louis
a Note for one hundred dollars payable on Demand on which
Note are several Indorsements that there is now due thereon about
thirty dollars — Sign^d Eben Ripley — After which this Case was
continued to this Time & now at this Time the Plea appears &
the said Louis being there Times called to come into Court on the
Defendant's appearance here wherefore it is considered by the Court
that S. Louis do recover against S. Louis one hundred thirty two dollars
& eighty two Cents Damages & Cost of Suit taxed at \$12.43 although
Exp^{ts} Nov^r 16 1796

Catlin
vs
Disbee & al
Sep^r 24 1796

Abigail Catlin of Haverhill in the State of Connecticut Plaintiff
vs
Luther Disbee of Haverhill in the County of Hampshire Defendant
Luther Disbee of Haverhill in S. County Frederick Repts in a Plea of the Case for
that said Luther & Benjamin on August 27th last by their Note for value
received promised the Plea to pay him Eight pounds nine shillings & six pence
equal to twenty eight dollars & twenty five Cents by January 1st then next
with Interest after that Time of payment & that Luther & Benjamin the
defendants have never paid the same but neglect it to the Damage
of said Abigail sixty dollars This Case was entered in Court at the
last Term & continued to this Time & now at this Time the Plea ap-
pears & the Plea the true Times called to come into Court on the
Defendant's appearance here wherefore it is considered by the Court that the
said Abigail do recover against S. Luther & Benjamin Twenty nine
dollars & seventy nine Cents Damages & Cost of Suit taxed at
\$11.70 & thereof & after all which the said Repts by Jonathan
Woodbridge their Att^y come into Court & appeal from the Judgment
of this Court to the Supreme Judicial Court to be held at North
ampton upon the last Tuesday of April next & he renounces
with further for their prosecuting S. Appeal with Effect & he

White
Parks
Sep^r 24 1796

Daniel White Esq^r of West Springfield in the County of Hampshire Plaintiff
vs
Richard Parks of Westfield in S. County Defendant
in a Plea of the Case for that said Daniel & Richard on April 15th 1793
by his Note for value received promised S. Richard to pay him or Order fifteen
pounds equal to thirty dollars in neat Cattle at Cash price on
November 1st 1794 with Interest & then after on the same day the said
Richard by his Indorsement said Note for value received of the Plea
ordered the Contents thereof to be paid the Plea & then afterwards on
the same November 1st 1794 said when the same Note became due &
payable the said Gardner had become wholly insolvent & unable to
pay any part of said Note & had before that Time absconded and

with drawn himself out of the Commonwealth & parts unknown shall
which said Island there afterwards on May 27 1796 had notice and
thereby became obliged to pay the same from & without a consideration
there of promised the Plaintiff to do of the Island by request has
never paid the same but neglects it to the Damage of Daniel seventy
dollars - This case was entered in Court at the last Term and continued
ed to this Term and now the Plaintiff appears & the Defendant three
Times called to come into Court makes default of appearance here
Wherefore it is considered by the Court that Daniel do recover
against said Island sixty dollars & seventy five Cents Damages
& Costs of Suit taxed at \$11.64 & therefore Ex. p. Nov. 10 1796

Samuel Fowler of Westfield in the County of Hampshire Esq. Plaintiff
v. John Morley of the same Westfield yeoman Defendant in a plea of Debt
wherein he demands against said John about twenty acres of Land
lying in Westfield adjacent with the Buildings thereon & the upper Morley
tenement bounded westerly on Land of Ladd Martindale northerly
on Land of Dan Sheldons easterly partly on & Dan Sheldons Land
& partly on Abel Morley's Land & southerly on Abel Morley and
Joseph Rice's Land & saith that said John being lawfully seized
of property of the demanded premises with the appurtenances in
his Demise as of fee by his Deed duly executed at Westfield & for
on the thirtieth day of July in the year of our Lord one thousand
seven hundred & ninety five acknowledged registered in Court
to be produced for a good & valuable consideration therein mentioned
to wit for the sum of One hundred & fifty pounds equal in value
to Twelve hundred dollars bargained & sold & conveyed the said demanded
premises with the appurtenances to Samuel to hold to him his
Heirs & Assigns forever in fee simple by force of which Deed
the said John thereupon became instantly seized of the demanded
premises & appurtenances in his Demise as of fee taking
the profits thereof to the value of thirty dollars by the year with
ought to have remained in the said John & his Heirs & Assigns but
the said John hath since that Time entered & into possession of
the demanded premises without any right so to do hath dis-
seized the said Samuel thereof & still unjustly detained & hold
him out of the same to the Damage of said Samuel six hundred
and dollars - This case was entered in Court at the last Term
& continued to this Term and now at this Time the Plaintiff ap-
pears & the Defendant three Times called to come into Court makes
default of appearance here Wherefore it is considered by the Court
that Samuel do recover against John Judgment for his
possession of the demanded premises unless John shall in
two months pay said Samuel Twelve hundred thirty three dollars
& thirty three Cents Damages, & Costs of Suit taxed at \$90.21
Which is of force April 12 1797

Abner Fowler of the District of Port Stanwix in the State of New York yeoman Plaintiff
v. Oliver Wiley of Southwark in the County of New York yeoman Defendant in a plea of Debt
of Hampshire yeoman Defendant in a plea of Debt for that Oliver on
April 19 1792 by his Note for value and promised the Plaintiff to pay
him One hundred pounds equal to three hundred & thirty three dollars
& thirty three Cents one half in Cash in equal parts by a Deed
by January 1st 1796 with interest which Oliver hath never
fulfilled his said promise but neglects it to the Damage of Abner
Three hundred dollars This case was entered in Court at the last Term
& continued to this Term - The Plaintiff appears & the Defendant three Times
called to come into Court makes default of appearance in Court Wherefore it is considered by the Court
that Abner do recover against Oliver Three hundred twenty
four dollars & fifty nine Cents Damages & Costs of Suit taxed at
\$11.95 & therefore Ex. p. Nov. 15 1796

Clark & al
v
Goodman & al
Sep: 25 1796

Deben Clark of Southampton in the County of Hampshire a person & Deben
Clark of s^d Southampton a person both dealers in Trade & s^d John Good
man & John Hilmor a person both late of South Hadley in s^d County Debe-
les Abner of s^d South Hadley a person otherwise called Tail Board of said
South Hadley a person & Deben Clark late of s^d South Hadley a person both
Dealers in Trade Deft in a plea that they under s^d Deben & Deben
One hundred & sixty five dollars & sixteen cents which to them they
owe & s^d John Hilmor & Deben Clark on the twentieth day of April
last past at South Hadley aforesaid they the said John Hilmor & Deben Clark
being then & there joint dealers in Trade by their Recognizance under their
hands & seals of that Date before Susan Morgan Esq^r then & ever since a
Justice of the Peace for s^d County acknowledged by the Names of John Hilmor
& Co in the Form prescribed by Law that they owed to the said Deben & Deben
by the Names of Deben Clark & Co the sum of one hundred & sixty five
dollars & sixteen cents of the lawful Money of Massachusetts to be
paid to them the said Deben & Deben on the twentieth day of May in the same
year. Also that they under to the Deft another sum of one
hundred sixty five dollars & sixteen cents which they owe them and
unjustly detain for this to wit that the s^d John Hilmor & Deben Clark
& Deben Clark on the same thirtieth day of April at s^d South Hadley had
both of the said Deben & Deben one hundred & sixteen bushels of
Sack & one Barrel of Sugar containing two hundred & an half for
the same one hundred & sixty five dollars & sixteen cents to be paid to
s^d Deben & Deben on the twentieth day of May then with following
Also for that the said John Hilmor & Deben Clark & Deben Clark render to them the s^d
Deben & Deben another sum of one hundred & sixty five dollars &
sixteen cents which they owe the Deft & unjustly detain for this
that the aforesaid John Hilmor & Deben Clark on the same thirtieth
day of April at s^d South Hadley aforesaid had accounted with the said
Deben & Deben of & receiving divers sums of money before that
Term due & owing to s^d Deben & Deben by the Deft & upon that
account the Deft owe them & then found in arrears to the Deft
in One hundred sixty five dollars & sixteen cents by which an
action hath accrued to the Deft to demand & have of the Deft the same
One hundred sixty five dollars & sixteen cents of the Deft the request
to have not nor hath either of them paid to the Deft or either of
them the sum aforesaid or any part of either of them but have un-
justly denied & still deny to do it to the Damage of s^d Deben & Deben
two hundred dollars. This Case was entered in Court at the last
Term & continued to the Time & now at this Time the Deft appear
by Deben Strong Esq^r their Att^y & the said John Hilmor & Deben Clark the
said John Hilmor & Deben Clark since last Term) also come here into Court
by Deben Strong Esq^r their Att^y & defend the Term & Legality whereof
and recovering Liberty to plead anew at the Supreme Court say they
never promised in manner & Form as they the Deft have alleged & though
put themselves on the Country & and the s^d Deben & Deben agreeing
to s^d Deben & Deben say that the plea aforesaid is an insufficient Answer
to their Declaration & thereof pray Judgment & and the s^d John Hilmor &
Deben Clark say that their said Plea is sufficient & thereof pray Judg-
ment. All which being over & considered by the Court it appears
to the Court that the Plea aforesaid of the s^d John Hilmor & Deben Clark by them
pleaded & the matters therein contained is an insufficient Answer to the
Deft Declaration & ought not to preclude the Deft from having maintain-
ing their s^d Declaration. Whereupon it is considered that s^d Deben & Deben do
owe against the s^d John Hilmor & Deben Clark One hundred & seventy dollars &
thirty three cents Dam^s & Costs of Suit taxed at \$21.50 & thereof pay
thereupon the s^d Deft by them s^d Att^y appeal from the Judgment of the
Court to the Supreme Judicial Court to be held at Northampton
in & for the County of Hampshire on the last Tuesday of April next &
he recognizes with Sureties for s^d Deft prosecuting said Appeal with
Effects.

Luther Washburn of Newbern in the County of Hampshire vs
man Puff is a Saich Washburn late of the County of Hampshire
Defendant in a plea of this party on the day for that said Saich on or about 1st of
last in consideration that said Luther at the said defendant's request
of said Saich had before that time sold & delivered 3^d Saich's Sines
Goods &c of them the said Luther assumed on himself 2^d to the said
promised to pay him therefor so much money as the same goods
at the time of the sale & delivery thereof were reasonably worth
whereupon after he the said Saich should be thereto requested & the Puff pay
the same goods &c at the time aforesaid were reasonably worth one
hundred & twenty dollars of which Saich then the same day had no
the said Saich the requested hath not paid 1st taken to the
Puff but neglecting to the Damage of 3^d Luther one hundred & sixty
dollars. This case was entered in to court at the last Term & continued
to this time - And now at this time the Puff appears & the Defendant
the three Times called to come into Court makes Default of Ap-
pearance here Wherefore it is considered by the Court that the
said Luther do recover against the 3^d Saich one hundred & twenty
dollars Damages & Costs of Suit taxed at \$ 0.40 & thereof all
Expenses Nov. 17. 1796

Washburn
as
Washburn
Sep. 25th 1796.

William Worthington Puff vs. Nath. Septon Defendant in a Plea
is set forth in the Declaration on File &c. The case entered at
the last Term was continued to this time - And now at this
time neither Party appearing in Court this case is dismissed

Worthington
as
Septon
Sep. 28th 1796

Elijah Smith of Northampton in the County of Hampshire vs Puff
is a Deed of Conveyance of the same Northampton years 1793 in a Plea
of Ejectment wherein he demands against 3^d Medad the possession
of a Tract of Land lying in 3^d Northampton in the Southern part of
the Town called the Suburbs or Magdalen Division bounded East on
Connecticut River South on Land lately owned by Ebenezer Smith
North on Land lately owned by the Heirs of John Smith running from
said River partly west & partly South west one mile & an half
& is more or less rods in width supposed to contain two hundred
eighty acres excepting out of the above fifty eight acres which the
3^d Medad hath been conveyed to by Conveyance with the Buildings
thereon & the Appurtenances & further that 3^d Medad being lawfully
seized & possessed of 3^d demanded premises with the Appurtenances
in his Deed as of fee by his Deed duly executed on the fourth
day of July 1793 acknowledged registered & in Court to be proved
for good & valuable Consideration bargained sold & conveyed the
said demanded premises with the Appurtenances to 3^d Elijah to hold
to him his Heirs & Assigns in fee simple by force of which Deed the
said Elijah thereupon become instantly seized of 3^d demanded pre-
mises & appurtenances in his Deed as of fee taking the profits
thereof to the Value of fifty shillings by the year & ought to have remain-
ed in possession thereof with the said Medad hath since that time entered
into the premises without right & dispossessed the said Elijah thereof and
still unjustly detained & holds him out of the same to the Damage of
said Elijah three hundred dollars - This case was entered in Court
at the last Term & continued to this time - And now the Puff ap-
pears & the Defendant the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court
that 3^d Elijah do recover against 3^d Medad Possession of the demanded
premises with the Appurtenances with 3^d Medad shall in two
months pay 3^d Elijah two hundred & twenty Dollars Damages & Costs of
Suit taxed at \$ 0.30 & thereof all
Expenses Nov. 16. 1797

Smith
as
Pomeroy
Sep. 28th 1796

Murray & d
Pangs & d
Sept 26 1796

John Murray of New York in the State of New York Merch & d
Philip Sanson of London in the Kingdom of Great Britain Merch
Plffs vs. James Pangs Merchant Pangs & d
Livingburgh in the County of Hampshire. Appear in & plea of the
Case for that's Deft on June 2^d 1794 by their Note for Value rec'd
promiss'd a s^d Plff to pay them or Order Ninety pounds L^{ts} equal
to Three hundred dollars on Demand with Interest &c. & s^d Deft the
requested have never paid the same but neglects it to the Damage
of the said John & Philip Five hundred dollars. This Case was
enter'd in Court at the last Term & continued to this Term & now
the Plffs appear & the Deft the three Times called to come
into Court make Default of Appearance here Wherefore it is
considered by the Court that the said John & Philip do recover
against the said James Pangs Merchant Three hundred forty
three dollars & eighty seven Cents Damages & Costs of Suit taxed
at \$13.87 & thereof

Shaw
Ward
Sept 26 1796

Moses Shaw of Palmer in the County of Hampshire Store Keeper
Plff vs. Levi Weed of Springfield in s^d County Merchant Deft in
a Plea of the Case for that's Levi s^d Palmer on May 18th 1795
by his Note for Value rec'd promiss'd s^d Moses to pay him one
hundred pounds equal to three hundred thirty three dollars and
thirty three Cents within one year with Interest &c. & s^d Levi the
requested has not paid the same but neglects it to the Damage of
said Moses Five hundred dollars. This Case was enter'd in Court
at the last Term & continued to this Term & now the Plff ap
pears & the Deft the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the
Court that the said Moses do recover against s^d Levi Three hund
red sixty two dollars & seventy eight Cents Damages & Costs of
Suit taxed at \$13.23. Whereupon s^d Levi by Stephen
Pyneborn his Att^y comes into Court and appeals from the
Judgment of this Court to the Supreme Judicial Court to
be holden at Northampton in & for the County of Hampshire
on the last Tuesday of April next & he recognises with three
ties for s^d Levi's prosecuting said Appeal with Effect &c.

Crowell
Robinson
Sept 26 1796

Solomon Crowell of Granville in the County of Hampshire Yeomⁿ
Plff vs. Dan Robinson of s^d County of the same Granville Yeoman Deft in a
Plea of Trespass on the Case. In that's Dan s^d Granville on July
2^d 1796 in the presence & hearing of several good men betwixt falsely
& maliciously spoke & proclaimed with a loud voice these false
slandering english words of Solomon namely You are a damned
cheating bustling fellow, You are a damned Thief & that is your
Character whomever You have loved & I can prove it by means
whereof said Solomon is bro't into Disrepute & in consequence
thereof some of his Creditors have actually send him & put him
to Costs & Charge to his Damage Five hundred dollars. The Case
was enter'd in Court at the last Term when the Plff appeared & the
Deft the three Times called to come into Court made Default of Ap
pearance in Court & the Case was then continued to this Term & now
at this Time the Plff appears & pray Judgment & it is con
sidered by the Court that s^d Robinson do recover against s^d Dan
Fifty four Dollars Damages & Costs of Suit taxed at \$11.22 & thereof
Exon^r of s^d Nov 14 1796

Asa Sherman of Worthington in the County of Hampshire
 Plaintiff vs Samuel Bates of Chumington in said County Defendant
 in a Plea of the Case for that the said Samuel on February 12th 1795 by his
 Note for Value and promised the Plaintiff to pay him three pounds
 equal to sixteen dollars & sixty seven Cents in ready Cash at
 Cash price within three months with the Cash yet said Samuel
 the requested has not paid the same but neglects it to the Damage
 of said Asa one hundred dollars - This Case was entered in
 Court at the last Term & continued to this Time and now the
 Plaintiff appears & the Defendant the three Times called to come into Court
 neither Defendant appearing here Wherefore it is considered
 by the Court that the said Asa do recover against the said Samuel
 Eighteen dollars & forty two Cents Damages & Costs of Suit taxed at
 \$10. 33 & there of &c
 Exec. of Nov. 14 1796

Thomson
 Bates
 Sept. 26 1796

Michael Pull & Thomas Pull Plaintiff vs William Langdon &
 Ambrose Potts Defendant in a Plea as is set forth in the Decla-
 ration on File &c This Case was entered in Court at the last
 Term & continued to this Time & now neither Party appearing
 in Court this Case is dismissed

Pull & al
 Langdon & al
 Sept. 27 1796

Adrian Fitch of Worthington in the County of Hampshire
 Plaintiff vs James Perry of Stavewick in the County of Gloucester
 Defendant in a Plea of the Case for that the said James on March 26th last by his Note
 for Value and promised the Plaintiff to pay him or Order one hundred
 Dollars in three months with Interest yet said James the requested
 has not paid the same but neglects it to the Damage of the said Adrian
 one hundred Dollars - This Case was entered in Court at the last Term
 & continued to this Time and now the Plaintiff appears & the
 Defendant the three Times called to come into Court neither Defendant
 appearing in Court Wherefore it is considered by the Court
 that the said Adrian do recover against the said James one
 hundred & three dollars & seventy five Cents Damages & Costs
 of Suit taxed at \$13. 75 & there of &c
 Exec. of Nov. 14 1796

Fitch
 Perry
 Sept. 27 1796

Edw. Mearns of Worthington in the County of Hampshire
 Plaintiff vs Jesse Bussey of Winton in the County of Berkshire
 Defendant in a Plea of the Case for that the said Jesse on April 29th last by his Note for
 Value and promised the Plaintiff to pay him thirty four dollars and
 fifty Cents on Demand yet the said Jesse the requested has never per-
 formed his said promise but neglects it to the Damage of said
 Edw. sixty Dollars - This Case was entered in Court at the last
 Term & continued to this Time and now the Plaintiff appears &
 the Defendant the three Times called to come into Court neither Defendant
 appearing here Wherefore it is considered by the Court that the said Edw. do re-
 cover against the said Jesse thirty six dollars & twenty Cents Dam-
 ages & Costs of Suit taxed at \$10. 01 - After all which the
 Plaintiff by Thomas Gold his Attorney appeals from the Judgment
 of the Court to the Supreme Judicial Court to be holden at North
 ampton aforesaid on the last Tuesday of April next & he reserves
 as with Sureties for the said Plaintiff presenting his Appeal with Oppose

Mearns
 Bussey
 Sept. 27 1796

Edward Hayward Plaintiff vs Benjamin Remington Defendant in a
 Plea as is set forth in the Declaration on File &c This Case was
 entered in Court at the last Term & continued to this Time and
 now at this Time neither party appearing in Court this Case
 is dismissed

Hayward
 Remington
 Sept. 27 1796

Chapman

21
Bates

Sept 27th 1796

Frederick Chapman of Hatfield in the County of Hampshire last Plaintiff
vs Samuel Bates of Cunnington in the same County Labourer Defendant in
a plea of the Case for that Samuel on November 28 1795 by his note for Value
received promised the Plaintiff to pay him Twenty four dollars
on Demand with Interest Yet said Samuel the requested has never
performed his said promise but neglects it to the Damage of said
Frederick thirty Dollars ~ This Case was entered in Court at the last
Term & continued to this Time ~ and now at this Time the Plaintiff ap-
pears & the Defendant the three Times publicly called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that Frederick do recover against Samuel Twenty
five dollars & thirty two Cents Damages & Costs of Suit taxed at
\$ 10⁰⁰ 69 & thereof &c. Ex^o p^o Mod^o 14 1796

Same

Shaw

Sept 27th 1796

Frederick Chapman of Hatfield in the County of Hampshire last Plaintiff
vs Josiah Shaw of Cunnington in the same County yeoman Defendant in
a plea of the Case for that Josiah on May 1st 1794 by his note for Value
received promised the Plaintiff to pay him Three pounds twelve shil-
lings equal to twelve dollars in sixteen months with Interest Yet said
Josiah the often requested has never performed his said promise
but neglects it to the Damage of said Frederick thirty dollars
This Case was entered in Court at the last Term & continued to
this Time ~ and now at this Time the Plaintiff appears & the Defendant the
three Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the Plaintiff
do recover against the said Josiah Thirteen dollars & eighty four Cents
Damages & Costs of Suit taxed at \$ 10⁰⁰ 59 & thereof &c. Ex^o p^o Mod^o 14 1796

Edwards

24
Herrick

Sept 28th 1796

William Edwards of Northampton in the County of Hampshire last Plaintiff
vs Barnabas Herrick of Worthington in the same County yeoman Defendant in
a plea of the Case for that Barnabas on December 16 last by his
note for Value received promised the Plaintiff to pay him two hundred
Dollars by February 1st then next with Interest Yet said Barnabas
the requested has never performed his said promise but neglects
it to the Damage of William Two hundred dollars
This Case was entered at the last Term when the Defendant the three Times called
to come into Court makes Default of Appearance in Court & the Case
was continued for Judgment to this Time ~ and now at this Time
the Plaintiff appears & prays Judgment and it is considered by the Court
that William do recover against the said Barnabas One hundred &
seventeen dollars & thirteen Cents Damages & Costs of Suit taxed at
\$ 0⁰⁰ 88 & thereof &c. Ex^o p^o Mod^o 14 1796

Stor

24
Tillotson

Sept 28th 1796

James Stor of Glanford in the County of Hampshire last Plaintiff
vs Annas Tillotson of Southworth in said County yeoman Defendant in
a plea de ad usum suum in the Declaration or Bill &c. This Case
was entered in Court at the last Term & continued to this Time
and now at this Time the Plaintiff being three Times called to come into
Court is non-suit ~ The Defendant appears & prays Costs Wherefore
it is considered by the Court that said Annas do recover against
said James his Costs in defending this Suit taxed at Eight
Dollars & sixty three Cents & thereof &c. Ex^o p^o Mod^o 14 1796

Annally saw Daniel Snowbridge of Newland in the County of Hampshire a woman that Judgment was rendered against him in favor of Hugh Maxwell Esq. by Abel Wilder Esq. as is at large set forth in the Petition on file &c. This Petition was entered in Court Sep. 286 1796 at the last Term & continued to this Time & and now at this Time the Petitioner not appearing in Court the Petition is dismissed

Tillotson App^t

Jonathan Tillotson Esq. of Granville in the County of Hampshire a woman Appell^t as Peter Clap of Southampton in County of Hampshire from the Judgment of Isaac Smith Esq. Just^{ice} of the Peace in which Case & Peter was Puff^t & Jonathan Duffin a plea &c as is set forth in the Esquis on file This Appeal was entered in Court at the last Term & continued to this Time & and now at this Time the said Peter being three Times called to come into Court is nonsum^{is} & The Jonathan appears & prays Costs wherefore it is considered that the said Jonathan do recover against the said Peter his Costs taxed at Eleven dollars & eighty six Cents

Exoner^t 200^{rs} 14 1796

James Fuller of Hallowell in the County of Hampshire Esq. & Joseph Perry of South Berwick in County of Hampshire Esq. Partis in a Rule of the Peace by them entered into & acknowledged according to the Statute &c. The Award on the Rule of Peace was at the last Term brot into Court & the same being then objected to was not accepted but ordered to be recommitted & and now at this Time the Referees again send into Court their Award as may be seen at large on the file & which is again objected to & the Court having considered thereof are of Opinion that it be not accepted

Perry & Fuller

Sept^r 294 1796

Andrew Stewart of Ruffel in the County of Hampshire a woman App^t as Walter Bush of Westfield in said County a woman App^t in a plea of the Case for that S^r Walter on November 9th 1795 by his Note for value recd. promised the Puff to pay him Twenty pounds & six shillings equal to Twenty four dollars & thirty three Cents by Camerby 1st 1796 & the said Walter the requested pay upon paid the same but neglects it to the Damage of said Andrew forty Dollars This Case was entered in Court at the last Term & continued to this Time & and now at this Time the Puff appears & the Puff the three Times called to come into Court makes Default of appearance here wherefore it is considered by the Court that S^r Andrew do recover against the said Walter Twenty five dollars & seventy nine Cents Damages & Costs of Suit taxed at \$ 34 & through Ex^{or} 200^{rs} 15 1796

Stewart & Bush

Sept^r 295 1796

Annally saw Leona Stebbins & Others a Major part of the Proprietors of the meadows from the South Side of the meadow be longing to the Widow Rebecca Lyndon extending northerly to the North Side of the meadow belonging to Samuel Thurn that the same want frequent Drainings as well for the Health of the Inhabitants & for the Benefit of the Soil & and that some of the Proprietors are negligent & unwilling to do their parts or proportions where Thurns requested & They therefore pray a Commission of Sewers may be appointed for the purpose which Petition was entered in Court at the last Term when it was ordered that all Persons interested in the Lands aforesaid be notified of this

Stebbins & al

Sept^r 300 1796

Petition. which was ordered to be continued to the third next Term that they might have opportunity to show Cause if they had any why the Prayer thereof should not be granted &c
And now at this Time the Petitioners again appear & as Requesters being offered to the said Petition, the Court having considered thereof are pleased to appoint Messrs George Blake Jacob Phipps & Rufus Lykes Commissioners of Sewers on the said Petition, who are vested with all the Powers & who are to govern themselves by the Rules & directions pointed out by the Statute in such Case made & provided &c

Embrey & h
November Term
1796

Watson
vs
McIntire

Nov. 1. 1796

John Watson of East Windsor in the State of Connecticut March 2^d 1795 William McIntire of West Springfield in the County of Hampshire Jan^{ry} Debt in plea of the Case for that said William on January 11. 1796 by his Note for Value recd promised & John to pay him immediately pounds six shillings equal to sixty four dollars & sixty seven cents on April 1st then next with Interest Yet the requested & William has not paid the same but neglects it to the Damage of said John sixty Dollars ~ The Pleff appears & the Deflt the three Times called make Default of Appearance in Court Wherefore it is considered by the Court that & John do recover against & William Forty five Dollars & twenty two Cents Damages & Costs of Suit taxed at \$ 8.50 & thereupon
Ex^{co} n^o 7 1797

Phillips &
vs
Gester

Nov. 3 1796

William Phillips of Boston in the County of Suffolk Es^q & Pleff vs Samuel Gester of Danfield in the County of Hampshire Jan^{ry} Debt in plea of the Case for that & Samuel on January 16. 1795 by his Note for Value recd promised the Pleff to pay him or Order sixty pounds equal to two hundred dollars by May 1st then next with Interest Also for that & Samuel on the same January 16th by his other Note for Value recd promised said William to pay him or Order one other Sum of sixty pounds equal to two hundred dollars on May 1st 1796 with Interest Yet the often requested & Samuel has not paid any part of either & Note but neglects it to the damage of & William Two hundred & fifty dollars ~ The Pleff appears in Court & the Deflt the three Times called makes Default of Appearance in Court Wherefore it is considered by the Court that the & William do recover against the said Samuel Two hundred sixty seven dollars & seven Cents Damages & Costs of Suit taxed at \$ 8.25 & thereupon
Ex^{co} n^o 18 1796

vs
Purpel

Nov. 4 1796

William Phillips of Boston in the County of Suffolk Es^q & Pleff vs Purpel & Samuel Purpel both of Danfield in the County of Hampshire Jan^{ry} Debt in a plea of the Case for that & Eljah & Samuel on May 1st 1794 by their Note for Value recd promised the Pleff to pay, here seven pounds seven shillings equal to fifty six dollars & seven Cents on May 1st 1796 with Interest Yet the requested & Purpel have never paid the same but neglect it to the Damage of & William eighty dollars ~ The Pleff appears & the Deflt the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that & William do recover against & Eljah & Samuel Sixty four dollars & fifty one Cents Damages & Costs of Suit taxed at \$ 9.17 Whereupon & Eljah & Samuel by their Attorney Strong their Atty come into Court & appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton upon and on the last Tuesday of April next & he resigns with Sureties for their prosecuting & Appeal with Effect

Nathaniel Patten of Hartford in the State of Connecticut - North Tupper
Nathaniel Gade of Boston in the County of Suffolk upon a Plea in Patten
a Plea of the Case for that I Gade on February 19th 1796 by his note
for Value and promised one John Duff to pay him or Order at thirty
days eight Thirty one pounds fifteen shillings equal to one hundred
a fine dollars eighty three cents with interest after I Patten and Gade
said John on the same day by his Indorsment on the same note
appointed the Court to be paid the Puff or his Order of
all which I Gade on the same day had notice & in Consideration
promised the Puff to pay him the same accordingly yet the
after requested I Gade has not paid the same but neglects it
to the damage of I Patten fifty dollars - The Puff appears the Puff
the three times called to come into Court marks Default of appearance
in Court Whereupon it is considered by the Court that the P Patten do
recover against the said Gade Thirty eight dollars & fifteen cents Da
mage & Costs of which taxed at \$10 and a third &c

Ex^o p^o Nov. 15 1796

David Webb of New York in the State of New York Mariner Puff Webb
vs. Roger Walther of Dartmouth in the County of Berkshire
Yeoman otherwise called Frederick Duff in a Plea of Trespass on the
Case for that I Roger & I David & our John Currie on June 16th 1796 Nov. 7 1796
some persons residing during the Trade of Merchandise at the several
Places following, the I Roger & David at London in the Kingdom of
Great Brittain & the I John Currie at New York aforesaid & the
said Roger at London was at Northampton aforesaid on the same
last mentioned day according to the Laws & Customs used & approved
among Merchants made a certain Bill of Exchange with his
hand subscribed directed to the I John Currie by the name
& description of Mr John Currie March New York whereby
the said Roger for Value rec^d of the said David requested the I
John Currie at Sight thereof to pay the David by the name &
description of Capt^m David Webb or his Order forty seven pounds
four shillings Sterling Money of Great Brittain & on the
same last mentioned day to wit at Northampton aforesaid del
ivered the same Bill to him the said David & the I David after
wards on August 2nd after the date thereof at New York rec^d at
Northampton aforesaid showed the same note to the I John and
requested him to pay the Sum therein expressed to the said David
but the I John then refused & ever since has refused to
accept or pay the same Bill of Exchange or any part thereof
by reason whereof he the said David at New York aforesaid on
the same last mentioned caused the same Bill to be duly pro
tested in Writing for non payment thereof to wit at North
ampton aforesaid of which said non payment I protest he the
said David at Northampton aforesaid on September 1st instant
gave notice to the said Roger by reason whereof & of the same
Customs of Merchants the said Roger then & there was & became
liable to pay the same contents of said Bill to the Puff & being so
liable the said Roger then & there in Consideration thereof undertook
& then & there promised the Puff to pay him the same Sum men
tioned in said Bill whenever after he should be thereto required
and the Puff avers that I Sum expressed in said Bill is equal
in Value to two hundred & ten dollars lawful Money &c for
that whereas the said Roger at Northampton aforesaid on the
last day of September instant was justly indebted to said
David in the Sum of Two hundred & sixty dollars for so
much money then before that time by the said David for
the said Roger at his special Instance & Request paid said
sum & expended & being so indebted the said Roger then & there

in consideration thereof undertook & promised the Plaintiff to pay him the same last mentioned Sum whenever after he should be thereto required. Also for that the said Roger there afterwards on the same September 18th instant was justly indebted to the Plaintiff in one other Sum of two hundred fifty four Dollars thirty three Cents for so much money then before that Time by the said Roger to the use of the said David had & received & being so indebted the said Roger then & there in consideration thereof undertook & promised the Plaintiff to pay him the same last mentioned Sum on demand. Yet the often & thrice requested the said Roger hath never paid the same Sum or any part of either of them to the Plaintiff but hath neglected & still doth negligently neglect & refuse to do to the damage of said David Two hundred Dollars. The Plaintiff appears & the Defendant three Times called to come into Court under Default of appearance here. Wherefore it is considered by the Court that the said David do recover against the said Roger Two hundred & fifty four Dollars & thirty three Cents Damages & Costs of Suit taxed at \$¹. After all which the said Roger by Jonathan Woodbridge his Att^y comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he agrees with the Plaintiff for said Roger prosecuting his Appeal with Effects &c.

Church & Ld
21
Colburn
Nov 11 1796

Samuel Church & Lemuel Clark both of Sunderland in the County of Hampshire Indent^d Plaintiff vs Joseph Colburn of Pelhamstead in said County Defendant. In a plea of the Case for that said Joseph on March 26th last by his Note for Value rec^d promised said Samuel & Lemuel to pay them or Order Six pounds nine shillings & seven pence equal to twenty one dollars thirty nine Cents on or before August 1st then next with Interest. Yet said Joseph the requested hath never paid the same but neglected to the Damage of said Samuel & Lemuel Thirty five Dollars. The Plaintiff appears & the Defendant three Times called to come into Court under Default of appearance here. Wherefore it is considered by the Court that said Samuel and Lemuel do recover against said Joseph Twenty four Dollars seven Cents Damages & Costs of Suit taxed at \$¹ 7. 23 & thereof &c.
Ex^{mp} Nov 15 1796

Mortgage
21
Gray
Nov 13 1796

Lebina Mortgage of a Tenement in the County of Hampshire Gent^l Plaintiff vs Daniel Gray Gent^l Robert Joseph Johnson & William Perry of Pelham in the same County Defendants. In a plea of the Case for that said Daniel William & Robert all of Pelham on December 31st 1794 by their Note for Value rec^d promised said Lebina to pay him or Order Thirty seven pounds fourteen shillings & nine pence equal to One hundred twenty five Dollars & seventy nine Cents on Demand with Interest. Yet said Defendants the often requested have never performed their said promise but neglected to the Damage of said Lebina Two hundred Dollars. The Plaintiff appears & the Defendant three Times called to come into Court under Default of appearance here. Wherefore it is considered by the Court that the said Lebina do recover against the said Daniel William & Robert Forty Dollars & ninety seven Cents Damages & Costs of Suit taxed at \$¹ 6. 79 & thereof &c.
Ex^{mp} Nov 19 1796

Pomeroy
21
Baker
Nov 16 1796

Simon Pomeroy of South Hadley in the County of Hampshire Plaintiff vs Daniel Baker of Gell in the same County Defendant. In a plea of the Case for that said Daniel on July 20th 1785 by his Note for Value rec^d promised the Plaintiff to pay him six pounds eleven shillings & three pence equal to twenty one Dollars & ninety two Cents on Demand with Interest. Yet he has never

paid the same but neglects it to the Damage of said Simonson
by dollars The plaintiff appears & the Def^t the three Times called to come
into Court makes Default of Appearance here Wherefore it is
considered by the Court that the said Simonson do recover against the said
Daniel Thirty three dollars & fifty Cents Damages & Costs of Suit taxed
at \$9.11 & there of do
Ex^h Nov^r 11 1796

Bereah Willard of Greenfield in the County of Hampshire
Trader Pl^{ff} vs. Sylvanus Nash of the same Greenfield upon^r alias
Gent^l Def^t in a plea of the Case for that S^r Nash on November 18th
1794 by his note for Value rec^d promised the Pl^{ff} to pay him
or Order Seven pounds two shillings & four pence equal to Twenty
three dollars & eighty one Cents on Demand with Interest
also for that S^r Nash on December 22^d 1794 by his other note
for Value rec^d promised the Pl^{ff} to pay him or Order One pound
sixteen shillings & seven pence equal to Six Dollars & ten Cents
on Demand with Interest ~ And also for that S^r Nash on
June 21st 1795 by his other note for Value rec^d promised the
Pl^{ff} to pay him or Order One pound ten shillings equal to Five
dollars on Demand with Interest Yet he has never paid either
of said notes the requested but neglects it to the Damage of
said Bereah Eighty Dollars The Pl^{ff} appears & the Def^t the
three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that
the S^r Bereah do recover against the S^r Nash Twenty three
dollars & thirty eight Cents Damages & Costs of Suit taxed at
\$7.15 & there of do
Ex^h Nov^r 18 1796

Willard
Nash
Nov^r 19 1796

Abraham Skinner of East Hartford in the State of Connecticut
Gent^l alias Jeremiah Pl^{ff} vs. Selah Strong of West Springfield in
the County of Hampshire upon^r Def^t in a plea of the Case for
that said Selah at Westfield in s^d County on September 5th
1796 by his note for Value rec^d promised one Aaron Giddish
to pay him or Order Seven pounds equal to thirty six dollars
sixty six Cents & six mills to be paid when called for with
Interest (meaning on Demand & with Interest) & afterwards to
with on the same September 5th S^r Aaron then & there by his
Indorsement on the same Note ordered the Contents of the same
Note then due & unpaid to be paid to the Pl^{ff} for Value rec^d
of which the said Selah then afterwards the same day
had Notice & thereby became chargeable to pay the Contents
of the same Note to the Pl^{ff} according to the Tenor of the
same Note & the Indorsement aforesaid & being so chargeable
the said Selah in Consideration thereof then & thereunder took
& to the Pl^{ff} then & there forth fully promised to pay the Contents
of the same Note to the Pl^{ff} according to the Tenor thereof & the
said Indorsement Of the said Selah the other requested
that not paid the Contents of the same note to the Pl^{ff} or
any part thereof but unjustly neglects it to the Damage
of said Abraham seventy Dollars ~ The pl^{ff} appears & the
Def^t the three Times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that
the said Abraham do recover against S^r Selah Thirty seven dollars
& five Cents Damages & Costs of Suit taxed at \$7.29
Whereupon S^r Selah by Joseph Parsons Esq^r his Att^{ny} moves appeals
from the Judgment of this Court to the Superior Judicial Court
to be holden at Northampton aforesaid on the last Tuesday of April
next & he recognizes with Sureties for S^r Selah prosecuting said
Appeal with Effect &c

Skinner
Strong
Nov^r 23 1796

Shimmer
as
Dutton
Nov. 25 1796

Abraham Shimmer Plaintiff vs. John Dutton Defendant in a plea of the Case as is at large set forth in the Declaration over filed &c. The Plea being now three Times called to come into Court is now with the Defendant's appearance & the Case is dismissed

Worthington &
as
Noble
Nov. 34 1796

John Worthington of Springfield in the County of Hampshire Esq^r Plaintiff vs. Matthew Noble of West field in the same County yeoman Defendant in a plea of the Case for that s^d Matthew & s^d Springfield on November 25th 1790 by his note for Value rec^d promised said John to pay him on Order on Demand ninety eight pounds fifteen shillings & ten pence equal to three hundred & twenty nine dollars & thirty one cents with Interest yet s^d Matthew the requested has never paid the same but obliges it to the Damage of said John five hundred Dollars - The Plea appears & the Def^t the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that said John do recover against s^d Matthew three hundred & twenty nine dollars & thirty eight cents Damages & Costs of which taxed at \$ 6.91 & the of &c. Exec^d on 14 Nov. 1796

Papfel & al
as
Blake
Nov. 35 1796

Nordiah Papfel & Simon Davidus Papfel both of East Windsor in the State of Connecticut yeomen Plaintiffs vs. George Clarke of Springfield in the County of Hampshire Esq^r Defendant in a plea of the Case for that s^d George on May 6th last by his note for Value rec^d promised the Plaintiffs to pay them Twenty five pounds four shillings & eight pence equal to eighty four dollars & seven cents twenty days from the Date thereof - Also for that the said George on June 7th last by his note for Value rec^d promised the Plaintiffs to pay them Twelve pounds sixteen shillings & eight pence law money equal to forty two Dollars seventy eight cents on demand with Interest yet s^d George has never paid the same but obliges it to the Damage of said Nordiah & Simon fifty dollars The Plea appears & the Def^t the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Nordiah & Simon do recover against said George Thirty Dollars & thirty seven cents Damages & Costs of which taxed at \$ 2.27 & the of &c. Exec^d on 14 Nov. 1796

Dwight
as
Smith
Nov. 36 1796

Sigabell Dwight of Springfield in the County of Hampshire Gentlewoman Plaintiff vs. Leonard Smith of West Springfield in s^d County yeoman Defendant in a plea that he renders her forty dollars which to her he owes & from her unjustly detains & whereon s^d Elizabeth declares & says that by a certain indenture made at said Springfield on April 7th 1794 between s^d Elizabeth of the one part & the said Leonard & the other part the Counterpart of which indenture sealed with the Seal of the s^d Leonard said Elizabeth brings into Court the said Elizabeth for a rev^d Consideration of the yearly rent & covenants there by received & expressed & therein mentioned on the part of the s^d Leonard did hereto grant & to her let into the s^d Leonard the Farm of Land with a house & outbuildings there belonging to s^d Elizabeth lying in said West Springfield in a place called Tabern which was the then last year improved & possessed by our Breach Lotwin together with the Farm then standing to have & to hold the s^d leased premises with the appurtenances to him the said Leonard his Executors & Administrators for & during the Term of two years next ensuing the tenth day of the month of April & fully to be completed & ended next of the s^d Elizabeth at the end of one year from said tenth day of April should think fit & actually make sale of s^d leased premises - And the said Leonard by the same indenture did covenant & grant to & with the s^d Elizabeth that by the s^d Leonard would & well & truly pay & cause to be paid to said Elizabeth the yearly rent of Twenteen pounds at the end of each of s^d two years - but it was also agreed between the said Elizabeth

Leavitt
Burdwell
Nov. 41 1796

Jonathan Leavitt of Greenfield in the County of Hampshire attest
Law J^{ts} of Giddison Burdwell of Shelburne in s^d County aforesaid
Deft in a Plea of the Case for that s^d Giddison at said Greenfield on
September 2^d 1796 by his Note p^d Value rec^d promised s^d Leavitt
to pay him on Order Twenty two dollars & thirty seven Cents by
October 1st then next with Use Yet he has never paid the same
the requested book neglects it to the Damage of s^d Leavitt
per by dollar The J^{ts} appears & the Deft the three Times called to
come into Court makes Default of Appearance here wherefore it
is considered by the Court that the s^d Leavitt do recover against
the s^d Giddison Twenty two dollars & thirty seven Cents Damages &
cost of suit taxed at \$ 7. 23 & therefore by J^{ts} Nov 14 1796

Williams
Poter
Nov. 45 1796

Isaac Williams of Ambleton in the State of New York but late of Norwich
in the County of Hampshire aforesaid J^{ts} Eliph Potter s^d Norwich
aforesaid aforesaid Deft in a Plea of Ejectment wherein he demands
against s^d Eliph the possession of a Tract of Land in Norwich aforesaid
with the Buildings thereon s^d Appurtenances said Tract was laid out
for second Division Lot in what was originally called Murreys
field & numbered Seventy one containing by Eminent two
hundred Acres be the same more or less & lying the Northwesterly
part of the Town on the main branch of Westfield River &
begins at a hemlock Tree & runs east four degrees South by Lot
Number Sixty four & sixty three one hundred eighty rods to a
Pearl Tree thence North four degrees East by Lot Number seventy
two hundred & twenty two rods to a Pearl Tree thence West four
degrees North by Lot Number sixty nine eighty rods to the River
thence turning down the River to the Corner first mentioned &
saith that said Eliph being lawfully seized & possessed of said
demanded premises with the appurtenances in his Demise as of
free by his Deed duly executed at Norwich aforesaid on February
23^d 1795 acknowledged & registered for the Consideration of one
hundred eighty pounds therein mentioned bargained sold &
conveyed the said demanded premises with the appurtenances
to the said Isaac to hold to him his heirs & assigns forever in fee
simple by four of which deed the same Isaac thereupon became
instantly seized of s^d demanded premises & appurtenances in
his Demise as of free taking the profits thereof to the Value of
forty dollars by the year & right to have remained in the said
& possessor thereof but the said Eliph hath since that Time entered
into the possession of the said demanded premises without any
right so to do hath dispossessed the s^d Isaac thereof & still obstinately
refuses to hold him out of the same to the Damage of s^d Isaac
one thousand dollars The J^{ts} appears & the Deft the three Times
called to come into Court makes Default of Appearance here
wherefore it is considered by the Court that the s^d Isaac do recover
against the s^d Eliph Judgment for his possession of the demanded
premises with s^d Eliph shall within two months pay to said
Isaac six hundred sixty one dollars & twenty eight Cents & also
the Cost of suit taxed at \$ 15. 45 Whereupon the s^d
Eliph by Samuel Hinckley Es^r his Att^r comes here into Court &
appeals from the Judgment of this Court to the Supreme Judicial
Court to be held at Northampton in s^d County of Hampshire
on the last Tuesday of April next & he recognizes with Sureties
for said Eliph prosecuting s^d Appeal with Effect &c

Edward Morgan late of Beal's bro in the State of Vermont
Plff vs Benjamin Davenport of Beal's bro in the County of Hamp-
shire Gent^l Dft in a plea of the Case for that Benjamin on
January 12th last by his Note for Value rec^d in Beal's bro
said Edward to pay him Eighty pounds 5th shillings equal to
thirty seven dollars & sixty seven cents on demand yet said
Davenport the often requested particularly on January 13th said
note never paid the same but neglects it to the damage of said
Edward fifty dollars. The Plff appears & the Dft the three
times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that said Edward
do recover against the Defendant Benjamin Thirty seven dollars & sixty
cents Damages & Costs of such taxed at \$ 0.35 — Whereupon
said Benjamin by Jonathan Woodbridge Gent^l his Att^y of
plea from the Judgement of this Court to the Supreme Judicial
Court to be holden at Northampton in & for the County of Hamp-
shire on the last Tuesday of April next & he agrees with
Jurors for Benjamin prosecuting the same to effect as

Morgan
vs
Davenport
Nov. 27 1796

William Lyman of Northampton in the County of Hampshire
Plff vs Consider Rowdell late of Whately in Hampshire
Gent^l Dft in a plea of the Case for that Rowdell on July 10th
1793 by his Note for Value rec^d promised to pay William
on his Order Eighty pounds one shilling equal to Twenty six
dollars & eighty four cents on demand with use yet Rowdell
the requested hath never paid the same but neglects it to the
Damage of said William forty dollars The Plff appears & the
Dft the three times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that
the said William do recover against the said Consider Thirty
three dollars & seventy seven cents Damages & Costs of such tax-
ed at \$ 5.7 & thereof

Lyman vs
Rowdell
Nov. 48 1796

Oleiver Chapin & Oliver City of Orange in the County of Hampshire
Traders Plff vs David Dalrymple of Cochrans in Hampshire
Gent^l Dft in a plea of the Case for that David on August 19th
last by his Note for Value rec^d promised
said one Ezekiel Hunt to pay him on Order four pounds equal
to thirteen dollars & thirty three and one third cents on January then
next with Interest And there after on the same day said
Ezekiel by his Indorsement on the same Note for Value rec^d
order is the Contract that to be paid to the Plff as in and by said
David had due notice & there upon become chargeable to pay
the same to the Plff accordingly & in Consideration thereof
promised the Plff to pay them the same accordingly yet
said David the requested has never paid the same but neglects
it to the Damage of Chapin & City thirty dollars — The Plff
appears & the Dft the three times called to come into Court
makes Default of Appearance here Wherefore it is consid-
ered by the Court that said Chapin & City do recover against
the said David Twenty one dollars & thirty four cents Dam-
ages & Costs of such taxed at \$ 0.21 & thereof

Chapin & al
vs
Dalrymple
Nov. 50 1796

Ex. 15 Nov 15 1796

Aldridge
21
Thompson
Nov. 53 1796

Nathaniel Aldridge of New Salem in the County of Salem, Plaintiff
vs. John Thompson of Andover in S County Defendant. Deb to
Timothy Allen of S County Plaintiff in S County Debt
in a plea is for that said Nathaniel before this Court at the May
Term last recovered Judgment against the said Timothy Allen
for the sum of Forty Dollars & fourteen Cents Damages & nine
Dollars & ninety two Cents Costs whereof S Timothy is answer
as appears of Record & Judgment was thereof given and
Executed in due form of Law granted to the Plaintiff dated May
28th last directed to the Sheriff or his Deputy & returned
into the Clerk's Office of Court in three months which S Plaintiff
was on the same day committed to Joseph Hemmingsway Sheriff
ever since a Deputy Sheriff under Benjamin Maltown Esq Sheriff
of S County to be executed & returned according to Law and
afterwards on July 29th said Joseph returned the same Writ
of Execution with his Indorsement thereon in the words & figures
following to wit "Hampshire July 29 1796 Pursuant to
"the within Writ I have made diligent search for property
"of the within named Timothy Allen & have found none
"nor the Body thereof I return this Execution in no part satisfied
"for Joseph Hemmingsway Deputy Sheriff" And the said Nathaniel
avows that S Timothy Allen hath avoided & that the same
Judgment yet remains in full force not satisfied nor voided or
annulled & had whereas heretofore when S Timothy was
taken by the original Writ on which S Judgment was given
viz^t on December 1st last, the said John Thompson then there
became a Bail & Security by his Bond made together
with the said Timothy to S Sheriff under their Seal & Oath
duly executed not only for S Timothy, appearance at Court
& answering do but also for S Timothy, abiding Judgment
thereon & not avoiding as by S Bail bond appears, nevertheless
said Timothy did not appear at S Court nor answer to S Bail
S Bail nor has he abided or performed the Judgment aforesaid but
hath avoided & return of Writhest inventus has been duly made
on the Execution aforesaid issued against him on the said Judgment
as aforesaid & the same remains wholly unsatisfied &c
The Plaintiff appears & the said John Thompson also comes here into
Court and brings into Court that said Timothy Allen for whom
he was bound, prays the S Term may be remitted into Custody & that
to the said John may be discharged on payment of the Cost of
this Suit & whereupon it is considered by the Court that the said
Timothy be taken into Custody of the Sheriff & that S John
be discharged on payment of Cost to him S Cost & it is fur
ther considered by the Court that S Nathaniel may have his Execution
against S John for the Damages & Cost aforesaid amounting
to Fifty two Dollars & six Cents
Ex. of Jan. 14 1797

Worcester Samuel Shinduck Plaintiff
vs. Samuel Shinduck Defendant
Shinduck
The Plaintiff being this Term called to come into Court is nonsumt the
Defendant & the Action is dismissed

Phiny Parky of Southampton in the County of Hampshire
Plff vs Thomas Knowles of Wootton Bassett in the County of Wiltshire
Def in a plea of the Case for that P. Parky on February 19th
last by his Note for Value rec^d promised P. Knowles
him Twelve pounds four shillings & two pence equal to
forty dollars & eighty cents on or by September 1st then next
with Interest & P. Parky the agreed has not paid the
same but neglects it to the Damage of P. Phiny seventy dollars
The Plff appears & the Def the three Times called to come into Court
not in Default of Appearance in Court Wherefore it is
ordered by the Court that P. Phiny do recover against P.
Parky Forty two dollars & eighty one cents Damages &
Costs of Suit taxed at P. 5. 41 & thereof do Whence for the
P. Parky by Jonathan Woodbridge his Att^r comes into Court
& appeals from the Judgment of the Court to the Supreme
Judicial Court to be holden at Northampton in & after
County on the last Thursday of April next & he recognizes
with Sureties for P. Parky & prosecuting P. Appeal with P. Parky

Parky
Knowles
Nov: 58 1796

Isaiah Norton of Stamford in the County of Hampshire
Plff vs Samuel Pomeroy late of Williamsburgh in the County of
Dorset Def in a plea of the Case for that P. Samuel on
December 3rd 1792 by his Note for Value rec^d promised P.
Isaiah to pay him Six pounds five shillings & five pence
equal to Twenty dollars & ninety cents on demand with Interest
P. Samuel the requested hath not paid the Plff the same
but neglects it to the Damage of P. Isaiah thirty dollars
The Plff appears & the Def the three Times called to come into
Court not in Default of Appearance here Wherefore it
is considered by the Court that P. Isaiah do recover against
the P. Samuel Twenty six dollars & seven cents Damages
& Costs of Suit taxed at P. 3. 61 & thereof do
Exp^{ts} Jan 22 1797

Pomeroy
Nov: 59 1796

Daniel Robbins & Ralph Snow both of the County of Hampshire
of Hampshire Joint Partners in Trade Plff vs George Robinson
late of Granby in the County of Wiltshire Def in a plea of the
Case for that said George on July 6th 1793 in Consideration
that P. Robbins & Snow had before that Time with the Request
of said George sold & delivered to P. George many Goods &
affumes on himself & to P. Plff promised to pay there
so much Money as the same Goods & were reasonably
worth on Demand & the Plff aver that the same Goods
were worth Twelve pounds one shilling & ten pence
equal to Forty Dollars & thirty one cents P. said George
the requested has never paid the same but neglects it to the
Damage of P. Robbins & Snow sixty dollars
The Plff appear and the Def the three Times called to come into
Court not in Default of Appearance here Wherefore it is
considered by the Court that P. Robbins & Snow do re-
cover against the said George Forty nine dollars &
thirty three cents Damages & Costs of Suit taxed at
P. 5. 98 & thereof do Exp^{ts} Nov: 16 1796

Robinson
Nov: 60 1796

Stewart by Es
Wright
Nov 64 1796

Samuel Stimpsey of Northampton in the County of Hampshire
Esq^r Treasurer of the Town & in Capacity of the
of the same Northampton Corporation Deft in a plea of the Case
for that I was on April 8 1793 by his Note for Value recd promised
said one Joseph C Black Jun^r then Treasurer of the same Town to
pay him or his Successor Three pounds lawful money equal to
Ten Dollars on March 1st 1795 Also for that I was on the day of said
by his other Note for Value recd promised said Joseph then Treas^r
said as aforesaid to pay him or his Successor Three pounds
equal to Ten dollars on May 1st 1795 Also for that I was on the
day of said by his other Note for Value recd promised said
Joseph then Treasurer as aforesaid to pay him or his Successor
Three pounds Lill^l equal to Ten dollars on May 1st 1796
Y^t said one the often requested never paid the Notes aforesaid
to said Joseph or his Successor in & of the but neglects it to
the Damage of said Samuel in his said Capacity fifty dollars
The Jst appears & the Deft the three Times called to come into
Court makes Default of Appearance here Wherefore it is considered
ed by the Court that the said Samuel do recover against the S^d one Thirty two dollars & seventy four
Cents Damages & Costs of Suit taxed at \$4.99 & then of co
Exp^{ts} Nov 17 1796

Woodbridge
Stebbins
Nov 65 1796

Isabel Woodbridge of Southwold in the County of Hampshire Esq^r
Plff^r vs John Stebbins of Northampton in S^d County Defendant Deft
in a plea of the Case for that I John Stebbins on Sept
ember 27 1796 by his Note for Value recd promised Isabel
to pay him or Order Twenty one dollars on Demand with Interest
Y^t said John the often requested has not paid the same but neg
lects it to the Damage of Isabel Thirty dollars The Jst
appears & the Deft the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the
Court that Isabel do recover against the S^d John Twenty one
dollars & seventeen Cents Damages & Costs of Suit taxed at \$
L 86 & then of co Exp^{ts} Nov 17 1796

Thorp
Loomis
Nov 66 1796

James Thorp of Southampton in the County of Hampshire Esq^r
Plff^r vs Artemas Loomis of Hawley in the same County Defendant
Deft in a plea of the Case for that Artemas on July 5th last
by his Note for Value recd promised James to pay him on his
Order Seven dollars on Demand with Interest Also for that Artemas
on March 21st 1795 by his other Note for Value recd promised
said James to pay him four pounds equal to Thirteen dollars
& thirty three Cents in neat Cash at the market price by May
1st 1796 with Interest to said Also for that afterwards on the
same March 21st at Southampton a certain Discourse was had
between Artemas & James of & concerning a certain Gold which
said James was then & there about to purchase of Artemas
in which Artemas promised James that if the S^d Gold
should be the S^d Artemas would give the S^d James one
pound equal to three dollars & thirty three Cents more than the
sum of the last mentioned Note whereupon the S^d James pur
chased the same Gold of Artemas And the Jst says that
the same Gold did not after the same Discourse to wit on the
Tenth day of April then next of which Artemas showed there
had notes Y^t Artemas the requested hath in no wise perform
ed either of his said promises but neglects it to do to the dam
age of said James fifty Dollars The Jst appears & the Deft the

three Times called to come into Court under Default of Appearance
here Wherefore it is considered by the Court that the said Joseph do
renew against S. Thomas Twenty five dollars & ten cents Damages
& Costs of Suit taxed at \$6.84 & there of a
Exp. Nov. 16 1796

Joseph Lyman of Westfield in the County of Hampshire Esq. Lyman &
vs. Abel Tilton of Granville & Abel Tilton both of Granville in the
County of Hampshire Defts in a plea of the Case for that Abel Tilton &
Abel in November 18th 1794 by their Note for Value recd. Nov. 6 1796
promised one Samuel Shively to pay him or Order Eleven
pounds nineteen shillings & six pence equal to thirty nine
dollars ninety one & a half Cents in six months with Interest
also for that S. Abel & Abel on January 18th last by their
Note for Value recd. promised one Samuel Shively to pay
him or Order Thirty pounds seventeen shillings equal to twelve
dollars & eighty four Cents on demand with Interest and
afterwards on the same January 18th said Samuel by
his Judgments on the same date ordered the Court
thereof to be paid to the P. for Value recd. & thereby said
Abel & Abel became liable to pay the Court to the P.
& in consideration thereof promised to do yet S. Abel &
Abel the requested have never paid the same but neglect
it to the Damage of S. Joseph seventy dollars & the P.
appears & the said Abel who only has been summoned
being now three Times called to come into Court under
Default of Appearance in Court Wherefore it is considered
by the Court that S. Joseph do renew against S. Abel
Eighty eight dollars & nine ten Cents Damages & Costs
of Suit taxed at \$7.97 & there of a
Exp. Nov. 15 1796

John Phelps of Granville in the County of Hampshire Esq. Phelps
vs. Abel Tilton of the same Granville appears in Deft in Tilton
a plea of the Case for that S. Abel on May 16 1795 by his
Note for Value recd. promised the P. to pay him or Order
Sixty one dollars & thirteen Cents by November 1st then
with Interest yet S. Abel hath never fulfilled his
said promise the requested but neglects it to the Damage of
said John Eighty dollars The P. appears & the Deft the
three Times called to come into Court under Default of
Appearance here Wherefore it is considered by the Court
that S. John do renew against S. Abel Sixty five dollars
& fifty five Cents Damages & Costs of Suit taxed at \$7.98
& there of a
Exp. Nov. 15 1796

Stephen Sackett of Westfield in the County of Hampshire Esq. Sackett
vs. Ephraim Sackett of Westfield of Granville in the County of
Hampshire Deft in a plea of the Case for that S. Ephraim
May 31st last by his Note for Value recd. promised the P. to
pay him Twenty dollars on demand with Interest yet said
Ephraim has never performed his promise but neglects it
to the damage of S. Stephen Thirty dollars The P. appears &
the Deft the three Times called to come into Court under
Default of Appearance here Wherefore it is considered by the
Court that S. Stephen do renew against S. Ephraim
Twenty dollars & fifty five Cents Damages & Costs of
Suit taxed at \$7.98 & there of a
Exp. Nov. 16 1796

Phelps
or
Miller
Nov: 73 1796

Oliver Phelps of Suffield in the State of Connecticut Esq^r Plaintiff Timothy
Miller of Canaanville in the County of Hampshire Esq^r Defendant
Plas of the Case for that said Timothy on January 26th 1795 by his Note
for Value recd^d promised the Plaintiff to pay him or Order fifty seven
pounds nine shillings & eight pence equal to one hundred & eighty one
dollars & sixty one cents on Demand with Interest yet said Timothy
the requested has never paid the same but neglects it to the damage
of said Oliver four hundred dollars The Plaintiff prays & the Court
the three Times called to come into Court makes Default of appearance
here Wherefore it is considered by the Court that said Oliver do recover
against the said Timothy Two hundred sixty one dollars & eighteen cents
Damages & Costs of Suit taxed at \$ 8.07 Whereupon the said
Timothy by John Phelps Esq^r his Att^r comes into Court & appeals from
the Judgment of this Court to the Supreme Judicial Court to be
holden at Northampton in & for the County of Hampshire on the
last Tuesday of April next & he recognizes with sureties for said
Timothy prosecuting & appealing with Effect &c

Lyzman E
or
Miller
Nov: 75 1796

Joseph Lyznan of Westfield in the County of Hampshire Esq^r Plaintiff
Oliver Miller of Southwick in the County of Hampshire Esq^r Defendant
Plas of the Case for that said Oliver on January 11th 1796 by his Note
under his hand & seal promised the Plaintiff to pay him
or Order Ten pounds seven shillings & two pence equal to Thirty
four dollars & fifty three cents on demand with Interest yet said
Oliver the requested has never paid the same but neglects it to
the Damage of said Joseph sixty dollars the Plaintiff prays & the
Court the three Times called to come into Court makes Default of
appearance here Wherefore it is considered that said Joseph do recover
against the said Oliver Twenty four dollars & twenty nine cents
Damages & Costs of Suit taxed at \$ 7.81 & thereof &c

Ex n^o 9 Nov: 10 1796

Luddington
or
Strong
Nov: 77 1796

Daniel Luddington of West Springfield in the County of Hampshire
Esq^r Plaintiff Selah Strong of West Springfield Esq^r Defendant
in a plea wherein said Daniel demands against said Selah
certain Lots or pieces of Land lying in the parish or western
division of the outward Cornfields formerly in Springfield now
in West Springfield aforesaid the one being the ninety eighth Lot
in Number originally laid out to the Widow Deborah with
arriving thirty eight rods & forty five rods & also Lot No^o 100
laid out to David Lombard containing thirty five acres & eighty
three rods & also Lot No^o 102 laid out to John Sherman containing
thirty two acres & one hundred & forty eight rods & also so much
Land out of the ninety ninth Lot in Number as is sufficient
to make up in the whole of said Lots eighty acres exclusive of the Lot
laid out to Widow Deborah with the Appurtenances of which
said Selah unjustly & without Judgment deprived the said
Daniel within twenty years next past past & to come upon the
oath that he himself within said Term of twenty years was
seised of the aforesaid Tracts of Land with the Appurtenances
in his Demesne as of fee & right in a Title of Race by taking
the profits thereof to the Value of thirty dollars by the year & into
which the said Selah hath not Entry unless as aforesaid & thereof
the said Daniel brings this Suit & he Demands Three hundred dol
lars The Plaintiff prays & the Court the three Times called to come

into Court matter Default of Appearance here Wherefore it is considered
by the Court that said Daniel do recover against the said John Phelps
the demanded premium & Costs of Suit taxed at \$ 88 & there of
Writ of Habeas Corpus Nov. 16 1796

Brook Hollcomb Senr of Westfield in the County of Hampshire
vs. Samuel Threlkeld of the same Westfield Senr.
Deft in a Plea of the Case for that I Samuel on September 20th
last by his Note for Value recd. promised the P^l to pay
him Ten pounds eighteen shillings equal to thirty six dollars
thirty three cents on demand with Interest. Yets Samuel
the requested has never fulfilled his said promise but
neglects it to the Damage of said Brook forty five dollars
The P^l appears & the Deft the three Times called to come into
Court matter Default of Appearance here Wherefore it is con-
sidered by the Court that the said Brook do recover against
the said Samuel Thirty six dollars & sixty one cents Da-
mages & Costs of Suit taxed at \$ 7 11 & there of

Hollcomb
vs
Threlkeld
Nov. 19 1796

Cleaver Phelps of Suffield in the State of Connecticut 3^d P^l
vs. Phineas Cary of Northampton alias Deerfield in the County of
Hampshire Deft in a Plea of the Case for that said
Phineas on October 17 1793 by his Note for Value recd. pro-
mised the P^l to pay him Four pounds ten shillings &
six pence equal to twenty seven dollars & 75 cents on Demand
with Interest Also for that I Phineas on December 28th
by his Note promised the P^l to pay him or Order Six pounds
nine shillings & nine pence equal to Twenty one dollar sixty
two & half cents on demand with Interest Yets Phineas
the requested has never paid the Contents of I Note, but ne-
glects it to the Damage of said Cleaver sixty dollars The
P^l appears & the Deft the three Times called to come into
Court matter Default of Appearance here Wherefore it is con-
sidered by the Court that the P^l do recover against the P^l
Phineas Forty dollars & sixty seven cents Damages & Costs
of Suit taxed at \$ 7 26 & there of do Ex^{ce} Nov. 16 1796.

Phelps
vs
Cary
Nov. 20 1796

Thomas Parsall of New York in the State of New York March
P^l vs. Abigail Barker of Suffield in the County of Hampshire Barker
badwinnier Deft in a Plea of the Case for that I Abigail on
April 10 1794 by his Note for Value recd. promised one So-
mon Phelps to pay him or Order Seven pounds thirteen
shillings & six pence equal to thirty eight dollars & ninety
two cents by May 1st then next with Interest & afterwards
on the Sunday said Solomon by his Indorsement on I
Note ordered the Contents thereof to be paid to the P^l for
Value recd. & for which said Abigail had due Notice & thereby
became chargeable to pay the Contents to the P^l accordingly
& being so chargeable promised the P^l to pay him the
same Yets said Abigail the requested has never paid
the same but neglects it to the Damage of said Thomas
sixty dollars The P^l appears & the Deft the three Times
called to come into Court matter Default of Appearance
here Wherefore it is considered by the Court that I
Thomas do recover against the said Abigail Twenty six
Dollars & thirty six cents Damages & Costs of Suit taxed
at \$ 7 02 & there of do Ex^{ce} Nov. 16 1796.

Parsall
vs
Barker
Nov. 22 1796

Abwater & Ruben Abwater & a Thrope Abwater Gent^l both of Blanford
in the County of Hampshire Pet^r vs Philo Norton of Blanford
Norton
Nov: 83 1796
Bordwainer Deft^r in a plea of the Case for that s^d Philo at said
Blanford on June 8th last past by his Note for Value rec^d prom^{is}
mide the Pet^r to pay them Twenty four dollars & eighty three Cents
on demand with Interest yet s^d Philo the requested has not paid
the same but neglects it to the Damage of s^d Pet^r forty dollars
The Pet^r appears & the Deft^r the three Times called to come into Court
make Default of Appearance here wherefore it is considered by the Court
that s^d Ruben & Thrope do recover against s^d Philo Twenty four dollars
& forty six Cents Damages & Costs of Suit taxed at $\$7.40$ & thereof &c
Ex^{amp} Nov: 14 1796

Federick Kelly of Blanford in the County of Hampshire yeoman
Pet^r vs Freeman Mallory & Joel Moore both of Westbury in s^d County
yeoman Deft^r in a plea of the Case for that s^d Freeman & Joel on Feb^r
any 10th last past by their Note for Value rec^d promised the Pet^r
to pay him Forty six dollars & thirty three Cents by or before April
15th then next & now past with Interest after such s^d paid within
thirty days from the date & deduction to be made of five Dollars
yet said Freeman & Joel the requested have not paid the same
but neglects it to the Damage of s^d Federick sixty dollars
The Pet^r appears & the Deft^r the three Times called to come into Court
make Default of Appearance here wherefore it is considered by the Court
that the s^d Federick do recover against the s^d Freeman & Joel
Forty dollars & eight Cents Damages & Costs of Suit taxed at $\$7.50$
& thereof &c
Ex^{amp} Nov: 14 1796

Federick Kelly of Blanford in the County of Hampshire yeoman
Pet^r vs Joseph Taylor of West Spring field in s^d County yeoman Deft^r
in a plea of the Case for that s^d Joseph on April 18th 1794 by his
Note for Value rec^d promised said Federick to pay him Six
pounds ten shillings equal to twenty one dollars & sixty seven
Cents one third in Cash one third in good money & the other
third in Corn at the Cash market price by January 15th then next
with Interest yet said Joseph the requested has not performed
his said promise but neglects it to the Damage of said Federick
forty dollars The Pet^r appears & the Deft^r the three Times called to
come into Court make Default of Appearance here wherefore
it is considered by the Court that the s^d Federick do recover against
the said Joseph Eighteen dollars & seven Cents Damages &
Costs of Suit taxed at $\$7.20$ & thereof &c
Ex^{amp} Nov: 14 1796

William Tyler of Chichester in the County of Hampshire Gent^l Pet^r vs
Richard Dickinson of Granville in s^d County yeoman Deft^r in a
Plea of the Case for that s^d Richard on September 19th last by his
Note for Value rec^d promised the Pet^r to pay him twenty seven
dollars & eighty six Cents on demand with Interest yet said
Richard the requested has never performed his s^d promise
but neglects it to the Damage of said William sixty dollars
The Pet^r appears & the Deft^r the three Times called to come into Court
make Default of Appearance here wherefore it is considered
by the Court that the s^d William do recover against the said
Richard Twenty eight dollars & thirty Cents Damages & Costs
of Suit taxed at $\$7.64$ & thereof &c
Ex^{amp} Nov: 14 1796

Solomon Bond of Plainfield in the County of Hampshire Plaintiff
vs. John Ireland late of Hawley now resident of Huntington in
said County Defendant Depth in a plea of the Case for that Ireland
on October 6th 1796 being indebted to said Solomon in the sum
of seven pounds ten shillings & nine pence equal to thirty
eight dollars forty five cents & eight mills for divers debts &
Madams, before that time done & performed delivered and
ing to the law with armopie to the writ in consideration ther
of said John then & there promised & Solomon to pay him
the same on demand - also for that s^d John on August 27th
1794 by his note for value recd promised s^d Solomon to
pay him on Order Three shillings & three pence equal to fifty
four cents & four mills on demand with interest yet s^d
John the requested has never paid either s^d sums but neglects
it to the damage of said Solomon sixty dollars - The
P^{ty} appears & the Def^t the three Times called to come into
Court makes Default of appearance here Wherefore it is
considered by the Court that the said Solomon do recover
against the said John Thirty three dollars & seventy three cents
Damages & Costs of suit taxed at \$ 6.99 & there of 12
Exp^{ts} of Nov^r 21 1796 -

Bond
21
Ireland
Nov. 87 1796

William Love of Worthington in the County of Hampshire Plaintiff
vs. James Bondick of Huntington in s^d County Defendant Depth in a plea
of the Case for that s^d Bondick on August 13th 1794 by his note
for value recd promised s^d Love & Bondick to pay them on Order
Three pounds eleven shillings equal to seven dollars eight
three cents & three mills in good Paper made with all Cash
for as with interest on October 1st 1796 yet s^d Bondick the
requested has never paid the same but neglects it to the
Damage of the P^{ty} forty dollars The P^{ty} appears & the Def^t
the three Times called to come into Court makes Default
of appearance here Wherefore it is considered by the Court
that s^d William do recover against s^d James Thirteen
dollars & forty cents Damages & Costs of suit taxed at \$ 7.3 &
there of 12
Exp^{ts} of Nov^r 16 1796.

Love & al
21
Bates
Nov. 88 1796

Jonathan Perkins of Plainfield in the County of Hampshire Plaintiff
vs. John Newman of Windsor in the County of Berkshire Defendant Depth in a plea
of the Case for that s^d John on September 16th 1795
by his note for value recd promised said Jonathan to pay
him on Order nineteen dollars & seventy four cents with inter
est in one year from the date & and also for that said
John on February 9th 1796 by one other note for value recd
promised the P^{ty} to pay him Two pounds one shilling &
three pence equal to six dollars ninety cents & three mills
on demand with interest in good merchantable Bonds
And also for that said John on September 19th last being
indebted to the P^{ty} in one other sum of six dollars for the
late sum before that time had & received of him & that
by s^d John to s^d Jonathan's use in consideration whereof
s^d John promised the P^{ty} to pay him the same on demand
of s^d John the requested has never paid either s^d sums but
neglects it to the damage of said Jonathan sixty dollars
The P^{ty} appears & the Def^t the called makes Default of appearance
in Court wherefore it is considered by the Court that s^d Jonathan
do recover against s^d John Thirty four dollars & twenty three
cents Damages & Costs of suit taxed at \$ 7.35 there of 12
said John by Jonathan Woodbridge his att^y appears from the
Judgement of this Court to the Supreme Judicial Court to be
held at Norridgewock upon the last Friday of April next
& to receive the same for s^d Jonathan's use & to pay the same to s^d Jonathan's att^y with interest

Perkins
21
Newman
Nov. 89 1796

Price
21
Morse
Nov. 90 1796

Moses Price of Northboro in the County of Worcester Gent^l Plaintiff
vs. John Morse of Northboro in the County of Hampshire Gent^l Defendant
in a plea of the Case for that I the Plaintiff on December 30th 1793 by his
Note for Value recd promised the Defendant to pay him six pounds equal
to twenty dollars on Demand with Interest. Also for that I the Plaintiff on
October 15th last being indebted to the Defendant in two dollars according
to the account annexed to the Debt in Consideration thereof promised
the Defendant to pay him the same on Demand. Yet the requested I the Plaintiff
has not paid said sum but neglects it to the Damage of the Defendant
fifty dollars. The Plaintiff appears at the Debt the three Times called to
come into Court makes Default of Appearance here. Wherefore it
is considered by the Court that I the Plaintiff do recover against the
said Defendant Twenty five dollars & forty Cents Damages and
Costs of Suit taxed at \$8.87 & thereof. Ex^h Nov 14 1796

Smith
21
Wotton
Nov 93 1796

Moses Smith of Warwick in the County of Hampshire Gent^l Plaintiff
vs. John Wotton late of Warwick afores^d Gent^l Defendant
in a plea of the Case for that I the Plaintiff on February 20th last by his Note for Value
recd promised one Nathaniel Smith to pay him or Order Twenty three
dollars in four months. And I the Plaintiff afterwards on the same
day by his Indorsement on said Note for Value recd ordered the Contents
thereof to be paid to the Plaintiff of which said Nathaniel had Notice and
thereby became liable to pay said Note according to the Tenor thereof
& in Consideration thereof promised the Plaintiff to pay him the
same accordingly. Yet I the Plaintiff the requested has never paid
the same but neglects it to the Damage of said Nathaniel forty six
dollars. The Plaintiff appears at the Debt the three Times called to
come into Court makes Default of Appearance here. —
Wherefore it is considered by the Court that I the Plaintiff do re-
cover against the said Nathaniel Twenty dollars & fifty four
Cents Damages & Costs of Suit taxed at \$9.7 & thereof. Ex^h Nov. 14 1796

Warren & al
21
Dunison
Nov. 95 1796

Arthur Warren & Daniel Cowden both of Boston in the
County of Suffolk March^l Plaintiff
vs. John Dunison now re-
sident at Greenfield in the County of Hampshire Defendant
in a plea of the Case for that I the Defendant on June 22nd 1795
by his Note for Value recd promised the Plaintiff to pay them
or Order Seventy two pounds ten Shillings & six pence of the
Value of Two hundred forty one dollars & seventy five Cents
in sixty days with Interest after full paid. Yet the requested
said Dunison & I the Plaintiff has not paid but neglects it to the
Damage of I the Plaintiff Arthur & Daniel Three hundred dollars. The Plaintiff
appears at the Debt the three Times called to come into Court makes
Default of Appearance here. Wherefore it is considered by the
Court that said Arthur & Daniel do recover against I the Plaintiff
Two hundred fifty nine dollars twenty eight Cents Damages
& Costs of Suit taxed at \$11.50 & thereof. Ex^h Nov 14 1796

Barsteb
21
Wickie
Nov. 100 1796

Phineas Barsteb of Ashfield in the County of Hampshire Plaintiff
vs. John Wickie Jun^r of Rutland in the County of Vermont
Defendant in a plea of the Case for that I the Plaintiff on October 19th 1795
by his Note for Value recd promised the Defendant to pay him or
Order Twenty three dollars & eleven Cents & the Interest in
thereof. Yet said John Wickie the requested has never paid I the Plaintiff
but neglects it to the Damage of said Phineas forty dollars.
The Plaintiff appears at the Debt the three Times called to come into Court
makes Default of Appearance here. Wherefore it is considered by the
Court that said Phineas do recover against I the Plaintiff Twenty four

one dollar & sixty Cents Damages & Costs of Suit taxed at \$ 7. 43 &
Ex^{pt} Nov. 14 1796

Reuben Lilly of Ashfield in the County of Hampshire Gent Plaintiff
vs Elijah Wain of Williamsburgh in said County Defendant Deft
in a plea of the Case for that said Deft on June 12th last by his
Note for Value recd promised the Plff to pay on Order fifty
one dollar on demand with the Yrs^s Deft has requested
the same has not paid but neglects it to the Damage of said
Lilly one hundred dollars ~ The Plff appears & the Deft the
three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court
that said Reuben do recover against said Deft fifty two dollars
& twenty eight Cents Damages & Costs of Suit taxed at
\$ 6. 88 & thereof &c

Lilly
Pl
Wain
Nov. 101 1796

Daniel Michells of Ashfield in the County of Hampshire Plff
vs Elijah Wain of Williamsburgh in said County Defendant Deft
in a plea of the Case for that said Deft on June 12th last by his
Note for Value recd promised the Plff to pay him on order
eighteen Dollars & fifty two Cents on Demand with the Yrs^s
Deft has requested the same has not paid but neglects it to the
Damage of said Daniel forty Dollars ~ The Plff appears & the Deft
the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that
the said Daniel do recover against the said Deft nineteen dollars
damages & Costs of Suit taxed at \$ 6. 88 & thereof &c

Michells
Pl
Wain
Nov. 102 1796

Reuben Bangs of Williamsburgh in the County of Hampshire
Plff vs Oliver Robinson of Plainfield in said County Defendant Deft
in a plea of the Case for that said Deft on March 1st last by his
Note for Value recd promised the Plff to pay him on Order
sixteen dollars & fifty Cents on Demand with Interest Yrs^s
said Oliver has requested the same has not paid but neglects it to
the Damage of said Reuben thirty dollars ~ The Plff appears & the
Deft the three Times called to come into Court makes
Default of Appearance here ~ Wherefore it is considered by
the Court that said Reuben do recover against the said
Oliver seventeen dollars & twenty Cents Damages & Costs
of Suit taxed at \$ 6. 47 & thereof &c

Bangs
Pl
Robinson
Nov. 103 1796

Jonathan Lyon of Ashfield in the County of Hampshire
Plff vs Lazarus Barrows of Charlestown in said County Defendant Deft
in a plea of the Case for that said Deft on August 14th 1795 by his
Note for Value recd promised the Plff to pay him on Order
fourteen pounds equal to forty six dollars & sixty seven Cents
by October 1st 1796 in neat cattle or grain at the market price Yrs^s
said Lazarus has requested the same but neglects it to the
Damage of said Jonathan one hundred dollars ~ The Plff appears & the
Deft the three Times called to come into Court makes
Default of Appearance here ~ Wherefore it is considered by the
Court that said Jonathan do recover against said Lazarus
fifty dollars & seventeen Cents Damages & Costs of Suit
taxed at \$ 7. 88 & thereof &c

Lyon
Pl
Barrows
Nov. 104 1796

Ex^{pt} Nov. 18 1796

Dickinson
vs
Bond
Nov. 156 1796

Obadiah Dickinson of North Guilford in said County of Hampshire Esq^r
Plff vs. Peggy Bond Widow & Oliver Bond her husbandmen both of Conway
in said County Defendants of the last Will of Josiah Bond dec'd & in
said Capacity Defts in a plea of the Case for that s^d Josiah in his
Life Time on December 24th 1794 by his Note for Value rec'd promised
the Plff to pay him or Order Eighty eight pounds seventeen shillings
equal to Two hundred & ninety six dollars & seventeen Cents by the first
day of October then next with Interest Yet said Josiah the requested
in his Life Time nor the said Peggy & Oliver since the Decase spread
Josiah have never paid the same but neglects it to the Damage
of said Obadiah Five hundred dollars - The Plff appears & the Defts
the three Times called to come into Court make Default of Appearance
here Wherefore it is considered by the Court that the s^d Obadiah do
recover against s^d Peggy & Oliver in their said Capacity Three hundred
& fourteen dollars & seventeen Cents Damages & Costs of Suit taxed
at \$ 11.48 & thereof &c
Ex n^o 16 Nov. 16 1796

Huller vs
Goodwin
Nov. 107 1796

Nathan Huller of Goshen & Joseph Smith Jun^r of Ashfield
both in the County of Hampshire Joint Deales in Trade Plff vs.
Oliver Francis Goodwin of Ashfield aforesaid yeoman Deft
in a plea of the Case for that said Francis on October 21st 1796
being indebted to the Plff in the Sum of Thirteen pounds &
two pence equal to forty three dollars & forty seven Cents to
balance Accounts according to the Account arranged to the
Which for sundry Goods he sold & delivered at his Request
then & there in Consideration thereof promised the Plff to
pay them the same on demand Yet s^d Francis the requested
the same Sum has not paid but neglects it to the Damage of
s^d Nathan & Joseph sixty dollars - The Plffs appear & the Deft
the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that the
s^d Nathan & Joseph do recover against the said Oliver forty three
dollars & forty Cents Damages & Costs of Suit taxed at \$ 7.13
& thereof &c
Ex n^o 16 Nov. 16 1796

Baldwin
vs
Charles
Nov. 110 1796

John Baldwin of Hartford in the State of Connecticut monk^r
Plff vs. Thomas Charles of Brimfield in the County of Hampshire
yeoman Deft in a plea of the Case for that s^d Thomas on some
27th last by his Note for Value rec'd promised s^d John to pay
him or Order on Demand One hundred & two dollars & thirty
one Cents with Interest Yet the often requested s^d Thomas has
never paid s^d John but neglects it to the Damage of said
John One hundred & thirty dollars - The Plff appears & the Deft
the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that
the said John do recover against the said Thomas One hund
red & four dollars & six Cents Damages & Costs of Suit
taxed at \$ 10.03 & thereof &c
Ex n^o 14 Nov. 14 1796

Danielson
vs
Brooks
Nov. 111 1796

Nathaniel Danielson of Brimfield in the County of Hampshire
Gent^l Plff vs. Sylvanus Brooks of the same Brimfield yeoman
Deft in a plea of the Case for that s^d Sylvanus at s^d Brimfield
on April 28th last by his Note for Value rec'd promised said
Nathaniel to pay him or Order Ten pounds lawful money equal
to Thirty three dollars & thirty three Cents on Demand with Interest

Yet the often requested said Sylvanus has never paid the same but neglects it to the Damage of said Nathaniel Forty dollars
 The plea appears & the Defth the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that S^d Nathaniel do recover against said Sylvanus Thirty one Dollar & Forty Cents Damages & Costs of Suit taxed at \$
 D^d 24 & thereof

Ex n^o Nov. 14 1796

James Marcy of Holland in the County of Hampshire upon P^{er} Marcy
 vs Joseph Perry of South Brimfield in said County upon P^{er} Perry
 in a plea of the Case for that said Joseph at said Holland on June 16. Perry
 last by his note for Value rec^d promised said James to pay Nov. 113 1796
 him sixty three silver Dollars & thirty three Cents on Demand
 with Interest Yet the often requested S^d Joseph has never paid
 the same but neglects it to the Damage of said James Twenty
 dollars The plea appears & the Defth the three Times called to
 come into Court makes Default of Appearance here
 Therefore it is considered by the Court that S^d James do recover
 against S^d Joseph Sixty four Dollars & eighty seven Cents
 Damages & Costs of Suit taxed at \$^d 98 & thereof
 Ex n^o Nov. 14 1796

Nathaniel Porworth of Hartland in the State of Connecticut Porworth
 Physician P^{er} vs Nathaniel Rogers of Camerille in the County Rogers
 of Hampshire upon P^{er} Defth in a plea of the Case for
 that said Nathaniel on February 1st 1796 by his note for Nov. 114 1796
 Value rec^d promised one Daniel Fuller to pay on Order Twenty
 six dollars & eighty six Cents within six months with Interest
 And afterwards said Daniel by his Indorsement on said
 Note ordered the Contents thereof due & unpaid to be paid
 to said Porworth for Value rec^d of all which S^d Nathan
 iel had instant Notice & in Consideration thereof promi
 sed said Porworth to pay him the same accordingly
 Yet said Rogers the requested has not performed his
 said promise but neglects it to the Damage of said
 Porworth Thirty dollars The plea appears & the Defth
 the three Times called to come into Court makes Default
 of Appearance here Wherefore it is considered by the Court
 that said Porworth do recover against the said Rogers
 Twenty five dollars & thirty three Cents Damages & Costs of
 Suit taxed at \$^d 54 & thereof Ex n^o Nov. 14 1796

Hubbard Dickinson of Granville in the County of Hampshire Dickinson vs
 Gent^l P^{er} vs Abner Puring of the same Granville upon P^{er} Puring
 in a plea of the Case for that S^d Abner on April 25 1795 Nov. 115 1796
 by his note for Value rec^d promised said Hubbard to
 pay him on Order Six hundred & three pounds seven
 shillings & eight pence equal to three hundred & forty six dol
 lars & twenty eight Cents on Demand with Interest Yet
 said Abner the requested hath not performed his said
 promise but neglects it to the Damage of said Dickinson
 six hundred dollars The plea appears & the Defth
 the three Times called to come into Court makes Default
 of Appearance here Wherefore it is considered by the Court
 that said Hubbard do recover against the said Abner
 Three hundred twenty seven dollars & sixty seven Cents
 Damages & Costs of Suit taxed at \$^d 79 & thereof
 Ex n^o Nov. 14 1796

Williams
or
Converse
Nov. 118 1796

John Chandler Williams of Pittsfield in the County of Berkshire Gent^l Plaintiff vs. Sam Converse of Worthington in the County of Hampshire Gent^l Deft^d in a plea of Treaspass on the Case for that whereas the said Converse at Pittsfield viz^t at Northampton aforesaid on July 18th last by his Note for Value received promised one Samuel Wiley to pay him or Order Twenty dollars ninety days after date with Interest & afterwards to wit on July 20th aforesaid the said Samuel at Northampton aforesaid by his Indorsement on the said Note with his proper hand subscribed for Value and assigned the same Note unto the said Williams & ordered the Contents thereof then wholly due to be paid to the said Williams of all which the said Converse then instantly afterwards had Notice & so became liable and chargeable to pay the Contents aforesaid of the said Note unto the said Williams according to the Tenor thereof & being so liable & chargeable he the said Converse then & there in Consideration thereof understood & faithfully promised the said Williams to pay him the Contents aforesaid of the said Note according to the Tenor thereof and the said Williams avers that the said Time of payment has long since passed yet the said Converse through often & repeatedly requests has never performed his said promise but he unjustly refuses to do so to the damage of the said Williams thirty dollars. The plea appears & the Deft^d the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Williams do recover against the said Converse Twenty dollars & sixty two Cents Damages & Costs of Suit taxed at \$ 0.31. Whereupon the said Converse by Jonathan Woodbridge his Att^y comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he signifies with Justice for the said Converse prosecuting his said Appeal with Effect &c.

Miller
or
Starkweather
Nov. 125 1796

Oliver Miller of Shepardston in the State of New York Plaintiff vs. Cyrus Starkweather of Southwick in the County of Hampshire Deft^d in a plea of Treaspass on the Case for that said Cyrus on November 3rd last past at Northampton aforesaid by his Note of that date for Value rec^d promised one William Hubbard to pay him or Order Fifty one dollars & sixty six Cents by May 1st next after the date of the same note with Interest. And afterwards to wit on May 20th last aforesaid Northampton the said William by his Indorsement on the same Note with his proper hand subscribed assigned the same unto the said Oliver & ordered the Contents thereof then wholly due & unpaid to be paid to the said Oliver of all which the said Cyrus then & there instantly afterwards had Notice & so became liable & chargeable to pay the Contents thereof to the said Oliver according to the Tenor thereof And the said Cyrus being so liable & chargeable then & there in Consideration thereof & by force of the Law in such Case provided promised the said Oliver to pay him the Contents of the same Note according to the Tenor thereof Yet the said Cyrus altho often requested & altho the said Time of payment is elapsed hath never paid the said Sum or any part of it but he to do so neglects to the damage of the said Oliver seventy dollars. The Plea appears and the Deft^d the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Oliver do recover against the said Cyrus Fifty four dollars & seventy eight Cents Damages & Costs of Suit taxed at \$ 0.31. after all which the said Cyrus by Joseph Lyman &c. his Att^y comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton after over the last Tuesday of April next & he signifies with Justice for the said Cyrus prosecuting his said Appeal with Effect &c.

David Armour of Greenwich in the County of Hampshire
 Yeoman on the one part & Abel Powers Benjamin Woods &
 Sylvanus Burr all of the same Greenwich Yeoman on the
 other Part, Parties in & out of the Record by them called
 into and acknowledged according to the Statute in such Case
 made & provided, as may be seen at large on the Files
 of this Term — The References by them shown viz David Lewis
 Lord Mops Mandell & Saml T. Morris now sent into Court
 their Award viz "We the Subscribing References appointed &
 "having notified the Parties who appeared & after hearing them
 "several pleas proofs & Allegations & considered the same do
 "award & determine that said David Armour recover of
 "said Abel Powers Benjamin Woods & Sylvanus Burr the
 "sum of one hundred eighty six dollars & twenty cents Dam-
 "ages & Cost of Sufferance taxed at Twenty five Dollars & forty
 "seven cents & Cost of Court to be taxed by the Court all which
 "is humbly submitted"

Armour
 Powers
 Nov. 126. 1796

Which Award being read & considered is accepted & And it is
 then upon considered by the Court that David do recover
 against the said Abel Benjamin & Sylvanus One hundred
 eighty six dollars & twenty cents damages & Cost of the Suffer-
 ance & Court taxed at \$ 31. 86 & thereof &
 Exec. off. Nov. 16. 1796

John Worthington of Spring field in the County of Hampshire
 Esq. Plaintiff & David Leonard of Palmer in the County of York Charles
 Eddy of Palmer Yeoman & Seth Leonard late of West Spring field
 in said County Yeoman Defendants in a Plea of the Case for that
 said David Charles & Seth on May second last by their Note
 for Value recd promised & Sent to pay him or Order on Demand
 and Seventy dollars with Interest Yet David Charles &
 Seth the often required have never paid the same but bought
 it to the Damage of John One hundred & twenty dollars
 The Plaintiff appears & the said Charles & Seth who have been
 summoned being three Times called to come into Court make
 Default of Appearance here Wherefore it is considered by the
 Court that the said John do recover against the said Charles
 & Seth Seventy two dollars & twenty seven cents Damages
 & Costs of Suit taxed at \$ 9. 38 & thereof &
 Exec. off. Nov. 14. 1796

Worthington Esq
 Leonard & al
 Nov. 127 1796

Warham Bagg of West Spring field in the County of Hampshire
 Gent. Plaintiff & Samuel Hascall of Partridge field in the County of
 Berkshire Gent. Defendant in a Plea of the Case for that said Samuel on
 June 1. 1795 by his Note for Value recd promised & Warham
 to pay him Six pounds equal to twenty dollars within one
 year with Interest Yet Samuel the requested has never
 paid & note but neglects it to the Damage of Warham
 Forty dollars — The Plaintiff appears & the Defendant the time Times
 called to come into Court make Default of Appearance
 here Wherefore it is considered by the Court that Warham
 do recover against said Samuel Twenty one dollars and
 seventy five cents Damages & Costs of Suit taxed at \$
 On 10 & thereof &
 Exec. off. Nov. 16. 1796

Bagg
 Hascall
 Nov. 128 1796

Wiley
 Starkweather
 Nov. 130 1796

Samuel Wiley of Dalton in the County of Berkshire yeoman
 vs. Cyrus Starkweather of Southwick in the County of Hampshire yeoman
 Debt in a plea of Trespass on the Case for that the said Cyrus
 at Partingfield to wch a Northampton aforesaid on December 8th
 last was justly indebted to said Samuel in the Sum of thirty one
 dollars & sixty seven cents for that Sum of money before that Time
 had & received of the said of the said Samuel by the said Cyrus to the said
 Samuel: & being so indebted he the said Cyrus then & there in Con-
 sideration thereof undertook & by his Bill in Exchequer under his
 hand of that Date promised the said Samuel to pay him the said Sum
 six months after date / meaning date of said Bill / with interest & the
 said Samuel avers that the said Sum of payment has long since passed the
 said Cyrus the Thru requested has never performed his said promise
 but he unjustly refuses to do it to the Damage of said Samuel
 seventy dollars - The said Plaintiff has been three Times
 called to come into Court wch he has refused to do & the said Samuel do
 Court whereupon is considered by the Court that said Samuel do
 recover against the said Cyrus Thirty three dollars & forty two Cents
 Damages & Costs of Suit taxed at \$ 0.17 - Whereupon
 the said Cyrus by Joseph Lyman Esq^r his Att^r comes into Court
 & appeals from the Judgment of the Court to the Supreme Judi-
 cial Court to be holden at Northampton in the County of Hamp-
 shire on the last Tuesday of April next & he requests with
 Justice for said Cyrus's prosecuting said Appeal with Effable

Hancock Adm^r
 Pet^r for Sale of
 Real Estate & Deeds
 Nov. 133 1796

Humbly sheweth Thomas Fairmore of Long Meadow in the County
 of Hampshire Administrator on the Estate of Sotom Hancock
 late of Springfield dec^d that the Estate of said deceased as appraised
 being Ninety eight dollars Sixty six Cents & six mells & the Debts
 allowed by the Commissioners amount to Three hundred & seventy
 six Dollars & seventy three Cents exclusive of the Administrators
 Fees: he therefore prays he may be allowed to sell the whole
 of the Real Estate of said Deceased for payment of his Debts &
 which said Petition being read together with a Certificate of
 the Judge of Probate in that said County confirming the foregoing
 Statement - It is thereupon considered by the Court that the
 said Administrator be & he hereby is empowered to make Sale
 of all the Real Estate of the said Sotom Hancock deceased for the
 purpose of paying said Deceased's Debts, he herein observing all the
 Directions of the Law relating to such Sales

Hyde
 vs
 Gould
 Nov. 137 1796

Humbly sheweth David Hyde Jun^r of Moorson in the County of
 Hampshire Yeoman that his Goods were attached at the Suit of
 Lewis Gould of Belchertown in said County yeoman & he there-
 upon bound hereby to answer to said Lewis all this Term in a Plea
 which said Lewis has failed to prosecute, he therefore prays
 he may be allowed his Costs - Whereupon it is considered by
 the Court that the said David do recover against said Lewis Six
 dollars & forty Cents Costs of defending this Suit & that he do
 pay said Costs - Nov. 14 1796 -

Woodbridge
 vs
 Healey
 Nov. 138 1796

Jonathan Woodbridge of Pepper Bay in the County of
 Hampshire vs. Healey Deft in a Plea
 as is at large set forth in the Declaration on file &c. The
 Plaintiff being three Times called to come into Court is now with the
 Deft defaulted & the Action is dismissed

James Broadish Paper George Whitney Debt in a plea as is
at large set forth in the Declaration for Sale &c. The Day being the
first called to come into Court is nonveneris & the Debt defaulted
the action is dismissed

139
Broadish
Whitney
Nov: 13th 1796

Humbly sheweth Nathaniel Chapin Administrator on the Estate of
Benjamin Tuttle late of Rowe in the County of Hampshire deceased
that the whole amount of his Estate Real & Personal is Eight hundred
and Dollars & eighty Cents of which \$433. 33 is Real Estate &
\$367. 47 is personal Estate out of which must be deducted
\$52. 3 which leaves \$315. 14 of personal Estate and the
Debts due from said Estate amount to \$531. 50 ~ He there
fore prays he may have Liberty to sell the estate of said
Real Estate subject to the Incumbrance of the Widow's Right
of Dower therein during her Life & in Case the same
shall sell for more than to pay the Debts & Costs of Sale
charges that the Surplus may be put on Interest for the
Benefit of the Child of said Deceased ~ Which said
Petition being read, with a Petition of Abigail Tuttle wid
ow of the said Benjamin praying that the whole of the Real
Estate of said Benjamin may be sold & also the Certificate of
the Judge of Probate of Wills &c for said County certifying
the Facts therein stated are true, & that in his Opinion it
would be best that the whole of the Real Estate of said Deceased
should be sold ~ It is thereupon considered by the Court
that the Administrator aforesaid be & he hereby is empowered
to make Sale of all the Real Estate of the said Benjamin Tuttle
deceased agreeable to the Prayer of the foregoing Petition, he
having first advertised the same in the Greenfield range
Paper for three weeks previous to Sale, & proceeding there
in according to the Laws relating to such Sales

Tuttle's Adminr
Petition for Sale
Real Estate & Order
Nov: 14th 1796

Amos Courant of Hallifax in the State of Vermont vs. Courant
Paper David Dabrymple Esq of Colrain in the County of
Hampshire vs. Courant Debt in a plea of the same per that said Dabrymple
David on September 19. 1795 by his Note for Value recd pro Nov: 14th 1796
mised the said Amos to pay him Seven pounds equal to thirty
six dollars & sixty seven Cents in merchandise such stock
in one year with Interest Yet he has never paid the same
the requested but neglects it to the damage of said Amos eighty
Dollars The Day appears & the Debt the three Times called to
come into Court makes Default of Appearance here wherefore
it is considered by the Court that said Amos do recover against the
said David Thirty nine dollars & twenty four Cents Damages
& Costs of such taxed at \$9. 01 & the whole \$48. 05 Nov: 14th 1796

Humbly sheweth Justus Dwight & Diana Dwight Administrators Dwight's Adminr
tors on the Estate of Ephraim Dwight late of Richfield in the County of Hampshire deceased that the Real Estate of said
Deceased is inventoried at \$4582 more than four
hundred of which is under a mortgage to our Joseph Kearen
for \$1835 exclusive of Interest for more than a year past
due & known and that the Widow of said Deceased is entitled to her
Dower in the whole of said Real Estate & that the Debts due from said
Estate exclusive of what is due to said Kearen which is secured by
mortgage are as follows & the Administrator accounts allowed &
which is allowed & the whole of said Deceased out of the personal Estate ex

Estate & Order
Nov: 14th 1796

the personal Estate in the hands of Administrator the Sum of \$943.6
 They therefore pray Liberty to sell the whole of the Real Estate of said
 Deceased subject to the Incumbrance of the Mortgage aforesaid & the
 Incumbrance of the Widow's Right of Dower in said Real Estate during
 her Life — Which said Petition being read together with the
 Certificate of the Judge of Probate of Wills for County concurring
 the Facts stated therein & that in his Opinion it is best the whole Real
 Estate should be sold & It is thereupon considered by the Court
 that the Administrator aforesaid be and they hereby are empowered
 to execute the sale of the whole of the Real Estate of S^r Elijah Doughty
 deceased subject to the Incumbrances stated in said Petition, he
 having previously advertised the same in the Hampshire Gazette three
 weeks previous to said Sale & conforming to the Directions of the
 Law relating to such Sales

Lindsay Compt.
 Thompson
 Nov. 143 1796

Humbly sheweth Ruth Lindsey of Hanover in the County of
 Hampshire Spinster that in a Court holden before David Cooley
 Esq^r Just^{ice} Pac^e on September 14th last she recovered Judgment
 against John Thompson of S^r Hanover Gent^l for Seven Dollars
 Eighteen Cents Damages & Costs of Suit taxed at \$9.50 from
 which Judgment S^r John appealed to this Court & requested to pro-
 ceed the same &c, but has failed to do so The therefore pray
 Affirmation of former Judgment with additional Damages & Costs
 whereupon it is considered by the Court that S^r Ruth do recover
 against S^r John Seven Dollars & thirty five Cents Damages & Costs
 of Suit taxed at \$15.93 & therefore
 By C^{ourt} Nov. 21. 1796

Nash Adm^r
 Pet^r for Sale of
 Real Estate & Order
 Nov. 144 1796

Humbly sheweth Joseph Nash Administrator on the Estate of
 Enos Nash late of Hadley in the County of Hampshire Gent^l deceased
 that the Real Estate of said Enos was inventoried at Three hundred
 and a thirty seven dollars & the personal Estate after deducting the
 Widow's Allowance amounts to one hundred & sixty nine dollars
 & eighty two Cents, that the Debts due from said Estate amounts
 to three hundred & six Dollars & eighty Cents & S^r Estate is much
 in debt &c. He therefore prays he may have Authority to sell
 said Real Estate to enable him to pay S^r Debts to the Amount
 which said Petition being read together with a Certificate of the Judge
 of the Prob^{ate} for said County concurring the Statement
 therein made — It is thereupon considered by the Court that the
 Administrator aforesaid be & he hereby is empowered to make
 Sale of all the Real Estate of said Enos Nash deceased for the purpose
 expressed in S^d Petition, he having previously advertised the same in
 the Hampshire Gazette for three weeks previous to said Sale & ob-
 serving the Directions of the Law relating to such Sales

Murray & al
 Malby
 Nov. 146 1796

John Murray of New York in the County City & State of New York
 Stephen & Philip Sanson of London in the Kingdom of
 Great Britain Merch^{ts} Pet^{rs} at Isaac Malby of Hatfield
 in the County of Hampshire Gent^l Deft^r in a plea of Tresp^{ass}
 on the Case for that S^r John & Philip on the third Tuesday of
 May in the year of our Lord seventeen hundred ninety five
 by the Consideration of the Jurors of the Court of Common Pleas
 holden at S^r Nottingham within & for the S^r County of Hamp^{shire}
 have recovered Judgment against our Pet^{rs} Murray for the
 Sum of one hundred & six pounds fifteen shillings & six pence
 plus Damages & six pounds one shilling & one penny Costs
 of Suit which Sum the Pet^{rs} pay are equal to four hundred & six

Dollars & thirty six Cents & after wards to wit on the nineteenth day of September in the same year at Northampton aforesaid in Court session that the said John & Philip agreed that they would not collect the same Sum of the said Debt by Execution as the said Isaac by his Note or memorandum in Writing under his hand of that Date promised the said Debt that he the said Isaac would pay them the Content of the said Judgment so executed against the said Debt as aforesaid in case the said Debt did not pay the same to the said Debt by the end of November then next with the Interest of the same from the middle of June then last past and the said Debt by the middle of the said Isaac would pay the same aforesaid to the said Debt by the middle of the same November or at any Time afterwards on any part thereof specially the said Isaac on the last day of the same November at said Northampton had due notice of the said Isaac that after requested hath not paid the same aforesaid to the said Debt or any part thereof or any way performed his promise but unjustly neglected to the Damage of the said Debt six hundred Dollars - The said Debt appear & the Debt the three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said John & Philip do recover against the said Isaac their sum due & some Dollars & seventy three Cents Damages & Costs of suit taxed at \$ 7. 75 & thereof

Bristol White's
Adm. & Est. for
Sale Real Estate
& Order
18th 12th 1836

Humbly shew John Jennings Administrator on the Estate of Bristol White late of said Ludlow in the County of Hampshire deceased - That the Estate of the Deceased was represented in Court & by the Report of the Commissioners appointed thereon the Debts due from the Estate of the Deceased amount to \$ 18. 8. 11 which were allowed by them & that the Estate as inventoried amounted to \$ 9. 18. 8 approved exclusion of the Court of Administration & that since the Report of the Commissioners on the said Estate & since an Inventory made of the same in consequence of an Award of the said Court appointed in an Action which the said John in his capacity brought against Joseph Miller of the said Ludlow & which has been returned into this Court & accepted the said John has received a Deed from Joseph of a certain Tract or Parcel of Land lying in said Ludlow which Deed was made to the said John in Trust to him for the use & benefit of the Executors of said Bristol & his legal Representatives said John therefore prays he may be empowered by this Court to make Sale of the whole of the said Tract of Land for the payment of the Debts of the deceased observing the Direction of the Law therein &c. and said John further represents that altho the said Land with the personal Estate of the deceased might probably be more than sufficient to pay the Debts of the Deceased & the Costs of Administration yet that a part of said Land cannot be sold with out great Injury to the Residue & that very little would remain for the heirs of the said Bristol & that it would be more beneficial to the heirs that the whole should be sold & that the Overplus should be paid to the heirs for the benefit of the heirs so far as it regards those who are minors - Which said Petition being read it is there upon considered by the Court that the Administrator aforesaid be and he hereby is empowered to make Sale of the Tract or

Term of Land mentioned in his said Petition for the purposes therein mentioned, he having first advertised the same in the New Paper published in Springfield for three weeks, previous to said Sale, and otherwise conducting the same as the Law relating to such Sales, directs.

Messrs. Dwight
& Porter Attys

Messrs. Ebenezer Dwight Jun^r of Springfield & Joseph Porter of Warwick both in the County of Hampshire, were now at this Term admitted to be Attorneys in this Court, and the Oaths of Allegiance to the United States & this Commonwealth as also the Oath of Office were administered to them in Court and they produced in Court Receipts from the Com^r of the Treasury whereby it appears they have paid the Duties required by Law &c

Matteson Sur

Ebenezer Matteson Jun^r Esq^r lately appointed Sheriff of the County of Hampshire now presents to the Court a Bond in the penal Sum of Twelve thousand Dollars executed by him self as principal with the following Sureties viz. Ebenezer Matteson Stephen Smith & Medad Dickinson and the same is approved by the Court.

The foregoing Judgments Orders &c being made & entered in manner as aforesaid and then the Court was adjourned without Day
Attest Not Breck Clem

Commonwealth of Massachusetts

Sheweth that the Court of Common Pleas holden at Northampton in & for the County of Hampshire since on the Monday next preceeding the second Tuesday of January being the ninth day of said month & from day to day to twentieth day of the said month in the year of our Lord One thousand seven hundred & ninety seven

January Term 1797

Justices of the said Court present		Jury of Tryals	
Charles Porter Esquire		Marshall Parsons Townsm ⁿ	Wor
John Bliss Esquire		John Day	Stat.
Samuel Mathew Esquire		Joshua Maxwell dismiss ^d 5d	Ches
		Nehemiah Washburn	N ^o
		Jonas Holland	Bel
		John Evelett	Had
		Phineas Field dismiss ^d 3d	Mar ⁿ P ^o
		Justin Hitchcock	Dea
		Francis Barnard	N ^o La
		Eben ^r Bliss dismiss ^d 9 d	Mar
		Nath ^l Charles dismiss ^d 6 d	Prison
		Rufus Plain dismiss ^d 6 d	Prison
		Stephen Probst dismiss ^d 1 d.	West.
		Jurors returned 2 ^d Week	
		Stephen Johnson	Had
		Elisha Smith 2 ^d	D ^o
		Sam ^l Wright	N ^o
		Jos ^l Wright	D ^o

- Trials
- 3 day Loomis vs Porter Admⁿ
- 5 Warren vs Burck
- 6 Warner vs Southwick
- 6 Robinson vs Doughty Es^r 10m Exce^r de Tal^r on in Room of Sam^l Bliss ex^oant^r
- 8 Colton vs Washburn
- 8 Douglass vs Ripley
- 9 Mead vs Sawtomb
- 10 Clap vs Douglass Joshua Warrner de Tal^r on in Room of Sam^l Bliss
- 10 Edwards vs Pomeroy Elisha Warrner de Tal^r on in Room of Sam^l Bliss
- 11 Lucas vs Severance Amasaiah Barrow de Tal^r on
- 11 Eaton & Kenton vs Same
- 11 Day vs Ingraham Same
- 11 Gault vs Howard Same

Ezra Sackett of Westfield in the County of Hampshire Yeoman Plaintiff vs Jeremiah Shepley of Westfield in the County of Berkshire Esq^r & Daniel Shing's exec^{rs} of said field in the County of Berks Shire Gent^l Defendants in a plea of Trespas on the Case for that some child Daniel on May 18th 1792 by their Note for value received promised the Pl^{ff} to pay him twelve pounds twelve shillings & money within six weeks - yet s^d Debt the requested have not either of them paid the contents of their Note aforesaid but neglect it to the Damage of said Ezra Twenty pounds This Case was entered in Court at September Term A^d Dom 1794 & continued from Term to Term to May Term 1795 when s^d parties appeared in Court and agreed to refer this Case to the Judgment & Determinations of William Shepard Esq^r Timothy Robinson Esq^r & M^r Terms Apprauls the Award of them or any two of them to be final, to be returned to this Court Judgment to be made up & Execⁿ asued accordingly which Agree^{mt} of the said Parties was then made a Rule of this Court - And the Case was then continued from Term to Term to this Time - And now at this Time the s^d Parties appear in and the Sher^{ff}es aforesaid send into Court their Award, to wit that the said Ezra do recover against s^d Jeremiah & Daniel Twenty three dollars & twenty one Cents Damages & Cost of the Cause

Sackett vs Shing's exec^{rs} Sep^r 7th 1794

taxed at \$13.13 — And thereupon it is considered by the Court that said Isaac do recover against said Samuel a Daniel Eighty three Dollars & twenty one cents Damages & Cost of Court & the same taxed at \$45.14 & thereupon
Ex^{ca} of Court 2d 1797

Warner
Southwick
May 62 1796

Joshua Warner of Williamsburg in the County of Hampshire
Plff. v. Samuel Southwick Thd^o of Northampton in the same
County Def. in a plea of trespass on the case, for that the said Samuel
at said Williamsburg on the 13th day of October in the year of our
Lord 1795, by his note of hand of that date for value recd. promised
the said Joshua to pay him or order the sum of £6. 17. 8 with use/men-
ing with lawful interest till paid — and the Plff avers that the aforesaid
Sum is equal to fifty six dollars twenty eight cents. Yet the said Samuel
the thereto often requested, hath not paid the Plff the contents of sd. Note
or any part thereof, but neglects and refuses so to do — also for that the sd.
Samuel at Northampton, on the day of the purchase of this writ being
justly indebted to the said Joshua in another sum of sixty Dollars —
lawful money for so much money of him the said Joshua by the said
Samuel, and to the use of the said Joshua, therebefore that time had
and received and he the said Samuel being so indebted, affirmed on him
self and to the said Joshua then and there faithfully promised to pay
him the same sum last aforesaid on demand. Yet the said Samuel the often
thereto requested, hath never paid the plaintiff the last aforesaid sum or any
part thereof, but neglects and refuses to do it to the damage of the said
Joshua seventy Dollars. This action was entered at May term 1796 — and
continued from term to term unto this present term — at which term the Plaintiff
appears by Samuel Pinchley Esq. and the said Samuel by Edward Elphinstone
his Attorney comes and defends the force and injury which he and for plea
says that he never promised in manner and form as the plaintiff in his
declaration against him has alledged, and therof puts himself on the Country
for trial. And the said Joshua likewise. Whereupon a Jury at this time
returned and impanelled and being sworn to try this issue, declare upon
their Oath that the defendant promised in manner and form as the Plaintiff in
his declaration has alledged and affix damages at sixty dollars and forty seven cents
And thereupon it is considered by the Court that the said Joshua do re-
cover against said Samuel sixty seven dollars and forty seven cents and Costs
taxed at \$6. 15. 96.

Whereupon the said Samuel appeals from the Judgment of this Court
to the supreme Judicial Court to be holden at Northampton in and for the
County of Hampshire, on the last Tuesday of April next and he recog-
nizes with sureties for prosecuting the same to effect. —

Isaac LeBaron of Plymouth in the County of Plymouth, Plff v.

LeBaron Aaron Barlow late of Bernard in the County of Windsor and State
of Vermont Esq. Def. in a plea of the case for that the said Barlow at
Northampton on the 27th day of January in the year of our Lord 1796
by his note under his hand of that date, acknowledged to have received
of the said Isaac LeBaron nineteen good store sheeps and five lambs
in consideration of which the said Aaron then and there promised the
said Isaac to pay (meaning to deliver) him for the use of said sheeps
and lambs yearly at the time of shearing twenty four pounds of
good Sheeps Wool and promised at the expiration of three years

Then over and ensuing to pay or causing deliver to the said Isaac the aforesaid number of good Sheep and Lambs. now the said Isaac avers that this Aaron has kept and used said Sheep and Lambs twenty years. and that there remains due for the use of the same one hundred and eighty pounds of good Wool of the Value of one hundred and sixty Dollars. yet the requested the said Aaron hath not paid or delivered the said Wool nor hath he paid the aforesaid value thereof in money the the said Isaac hath been always ready and willing to receive the same. nor hath the said Aaron the requested at the expiration of the time aforesaid paid or delivered the said nineteen Sheep and five Lambs. nor hath he paid the value thereof in money which the said Isaac avers to be of forty eight dollars. and said Aaron hath absconded and withdrawn himself out of this Commonwealth and so conceals himself his goods and Effects that neither of them can be come at to the damage of the said Isaac two hundred and sixty dollars. that said Aaron has out in his possession goods or estate to the value of 260 Dollars which can come at to be attached but has entrusted to, and deposited in the hands and possession of Samuel Eldred of Stanley in the County of Hampshire Gentleman, trustee of the said Barlow. goods, effects and benefits to the said Value. This action entered at May term 1796. at which term the said Samuel Eldred the agent aforesaid appeared and being sworn says that at the time of the service of the Writ aforesaid the said Barlow held a note of hand against him the said Samuel for the sum of £52. 3. 5. dated Feb 7/14. 1794. on Interest payable on demand. Feb 7. 1796. £43. 5 same note 27/9. This action was continued from term to term till this present Term - And the Plaintiff by John Barrell Esq his Attorney appears and the said ~~Isaac~~ the three times called makes default of his appearance in Court wherefore it is considered by the Court that the said Isaac recover against the said ~~Barlow~~ sixty one Dollars and sixty seven Cents and Costs of Suit taxed at 19. 52 Cents.

Ex^o issued Jan^y 22. 1797.

Benjamin Mayo and Solomon Gates of Orange in the County of Hampshire Traders v^t Joel Thayer of the same Orange Yeoman Def^t in a plea of the Case for that said Joel at said Orange on the twenty fourth day of April in the Year of our Lord 1795 by his Note for Value received promised the Plaintiffs to pay them or their order the sum of 22 Dollars & 17 Cents on demand with Interest - Also for that said Joel three after on the 2nd day of September last past by his other Note for Value received promised the Plffs to pay them another sum of \$27. 18. on demand with Interest. Yet said Joel the often requested has never paid either of said Sums, but oughts it to the damage of the said Mayo and Gates 100 Dollars. - This action entered at May Term 1796 & continued from Term to Term untill the present. and now the Plffs by Daniel Bigelow Esq their Att^y, appear and the said Joel the three times called makes default of his appearance in Court. wherefore it is considered by the Court that the said Mayo and Gates recover against the said Joel - \$46. 40 & Costs of Suit taxed at 17. 75.

Ex^o issued Jan^y 21. 1797.

John Forrester of Orange in the County of Hampshire Plff v^t Joel Thayer of the same Orange Yeoman Def^t in a plea of the Case for that the said Joel at said Orange on the third day of May in the Year of our Lord 1790 by his Note for Value rec^d promised the Plff to pay him or his order the sum of eleven pounds equal to thirty six dollars and sixty six Cents & six mills

Mayo & Gates
v^t
Thayer.
May 125/ 1796

Forrester v^t Thayer
May 126/ 1796

in eighteen months from the date of said Note, with Interest—
yet the said Joel the often requested has never paid the same but neglects it to
be the damage of the said John sixty dollars— This action was entered at
May term 1796 and continued from term to term until the present, &
now the Plaintiff by Daniel Bigelow Esq his attorney appears, and the said
Joel the three times called makes default of his appearance in Court—
wherefore it is considered by the Court that the said John recover against
the said Joel \$35. 6. and Costs of suit taxed at 18. 75. —

Ed^r issued Jan^y 21. 1797.

James Converse of New Canaan in the County of Columbia and state of
New York Gent^l Plaintiff v. John Griswold Jun^r of Norwich in the County of Hamp-
shire German Des^t in a plea of the case for that the said John at Norwich aforesaid
on the 21st day of February in the year of our Lord 1763 by his Note of that date
for Value received promised the plaintiff to pay him or order the sum of seven
pounds 8/5. lawful money equal to \$24. 93. 7 mills within three years from
the date of said Note, and if paid before the expiration of said term of three years
to be paid in merchantable country produce, great stock or wine open and excep-
ted at the market price and the plaintiff avers he was ready to receive said produce, great
stock or wine agreeable to the tenor of said note, with Interest till paid yet the often
requested the said John hath not performed his said promise but neglects it to be the
damage of the said James the sum of fifty Dollars. This action entered at
May Term 1796. and continued from term to term until the present term, and
the Plaintiff by William Gay Esq. his Attorney appears and the said John the three
times called makes default of his appearance in Court. — wherefore it is
considered by the Court that the said James recover against the said John
\$30. 50. and Costs of suit taxed at 23. 37.

Ed^r issued Jan^y 22. 1797.

Jonathan Holton of Charlestown in the County of Cheshire and state of New-
Hampshire Gent^l Plaintiff v. Lemuel Liscom of Northfield in the County of Hamp-
shire Husbandman Des^t in a plea of the case for the said Lemuel at Charlestown to wit
Northfield on the twenty seventh day of July in the year of our Lord 1796 by his Note
under his hand of that date for Value received promised the plaintiff to pay him or
his order Ten pounds nine shillings and nine pence (of the Value of Thirty four Dollars
and ninety six Cents) by the first of September next after the date of said Note—
with Interest till paid. Yet the requested said Lemuel said sum has not paid
but neglects it to be the damage of the said Jonathan twenty Dollars—
This action was entered in May Term 1796 and continued until the present term
and now the said Jonathan by Solomon Vose Esq his attorney appears, and thus it
Lemuel the three times called makes default of his appearance in Court— wherefore
it is considered by the Court that the said Jonathan recover against the said Lemuel
Doll. 40. 20 and Costs of suit taxed at 20. 73.
Whereupon the said Lemuel appeals from the Judgment of this Court to the supreme
Judicial Court to be holden at Northampton in and for the County of Hampshire on
the last Tuesday of April next and he recognises with sureties for prosecuting the
same to effect.

Solomon Bowker of Northfield in the County of Hampshire Gent^l Appellant v.
Samuel Mattoon Jun^r of the same Northfield German app^{ee}. from a Judgment
of Obadiah Dickinson Esq one of the Justices assigned to keep the peace in for the said
County of Hampshire wherein Samuel Mattoon Jun^r was Plaintiff and Solomon Bowker
aforesaid Des^t in a plea of the case for that said Bowker at N. Northfield on the 2^d day
of Feb^r 1796. by his note under his hand of that date for Value rec^d. promised the said
Samuel Mattoon by the name of Samuel Mattoon Jun^r to pay him eleven Dollars
& 89. Cents and the Interest in two months after the date of said Note— which time
has elapsed. Yet the said Bowker the often requested the same sum and Interest
hath not paid but neglects it to be the damage of the said Mattoon thirteen Dollars
and thirty three Cents— This action entered May term 1796 and continued to the
present term and now the said Samuel Mattoon by John Barrell Esq. his Attorney
appears and the said Solomon the three times called makes default of his appearance

Count - whereupon it is considered by the Court that the said Samuel recover against the
said Leonard twelve Dollars and fifty five Cents and Costs of Suit taxed at \$ 17. 64. -
Ex. pend Jan'y. 22. 1797.

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John Shearer of Palmer in the County of Hampshire, Husbandman app't. vs. Melson
Ellithorpe of Bedford in the County of Holland and State of Connecticut single woman appree
from the Judgment of Joseph Browning Esq. one of the Justices assigned to keep the peace in
and for the County of Hampshire. wherein the said Melson Ellithorpe was Plff and the said
John Shearer Def. in a plea of this case for that whereas the said John at said Palmer on
the first day of March last past in consideration the said Melson had before that time at the
special instance and request of the said John made a Jacket and Cocher for him the said
John and worked and laboured for him the said John seven Weeks, he the said John under
took and then and there promised the said Melson to pay her therefor on demand so much
money as she reasonably deserved to have. and the said Melson in fact says she reasonably
deserved to have for said Work Labor &c the sum of Six Dollars and twelve Cents of lawful
the three afterwards and the same day gave the said John Notice. Yet the said John tho
often requested hath not paid said sum but neglects it to the damage of the said Me-
lson eight Dollars. This action entered May 10th 1796 and continued to the present
term when the same was non-suited & defaulted.

Shearer
v.
Ellithorpe
May 28th 1796.

William Cooley of Springfield in the County of Hampshire, Yeoman, app't. vs.
Justin Leonard and Daniel Lombard both of the same Springfield Traders, Administrators
on the estate of Daniel Lombard late of said Springfield dec'd. from a Judgment of William
Pynchon Esq one of the Justices assigned to keep the peace in and for the County of Hamp-
shire - the said Justin Lombard and Daniel Lombard Plaintiffs and the said W. Cooley
Def. in a plea of the case for that the said William at said Springfield on the twenty eight
day of June in the year 1792 was justly indebted to the deceased then in full life in the
sum of thirteen Dollars and three Cents for Goods Wares and Merchandizes there before
that time by the said deceased to the said William sold and delivered at his special
instance and request and to balance acc. thereof according to the schedule annexed &
and to the deceased faithfully promised to pay him the same sum on demand. Yet
the said William the often requested has never paid the said deceased in his life
time nor the Plffs since his decease the same, but unjustly neglects and refuses to
do it to the damage of the said Justin and Daniel thirteen dollars and 33 Cents.

W Cooley app't.
vs.
J L Lombard app't.
May 28th 1796.

This action was entered May term 1796 and continued to a 3rd term at which term
the said Justin and Daniel by William Ely Gent. their Attorney appears and the
said William Cooley by George Bliss Esq his Attorney also appears. and agree to refer this ac-
tion to the award and determination of Jacob Bliss Esq. Samuel Tuttle Esq. and Joel Day all of Spring-
field. and the Judgment of them or any two of them to be final. after which the case was
continued to this term - and now at this time the parties appear and the referees aforesaid
send in their report to wit that the said William pay to the said Justin and Daniel the sum
of Seven Dollars and eighty one Cents damages and five Dollars and seventy four Cents
Costs of reference and Cost of Court to be taxed by the Court - Whereupon it is considered by the
Court that the said Justin and Daniel do recover against said William Seven Dollars & 81
Cents damages and Costs of Suit taxed at \$ 25. - 00 and there of &c.
Ex. pend Jan'y. 25. 1797.

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Esq Plff.
vs. Eliza Porter of Hadley in the County of Hampshire Esq. and Sheriff of the same County
in a plea of this case for that whereas the said Luther Loomis at a Court before Abraham Burbank
Esq. one of the Justices of the peace for said County at his dwelling house in West Springfield in said
County on the fourth day of August in the year 1792 by the consideration of the same Justice
said County Yeoman, alias Gentleman for the sum of seven pounds four shillings and four
pence damages and Costs of Suit taxed at nineteen shillings and one penny, and afterwards
the same sum being wholly unpaid, the said Luther on the third day of September in
form of Law for the recovery of the said sum of money obtained in said Judgment toge-
ther with the Interest on the said damages and one shilling and four pence more for the
same Execution - which Execution was directed to the Sheriff of the said County of Hamp-
shire or his Deputy and returnable to said Justice in thirty days from the said third day
of September and afterwards to wit on the same third day of September at West Springfield
the said Luther delivered the same Execution to one William Ballard then and long after
a Deputy under said Eliza Porter and for how much peace and over peace they

Loomis
vs.
Porter
May 312. 1796

said Elisha is by Law chargeable, to be by him the said William duly served executed & returned, with his doings thereon to said Justice, according to the precept thereof and that the said William then and there received the same, to serve execute and return the same accordingly - and as the said William afterwards and before the return day of said Execution, did not - but and receive the full contents of said Execution of the said Oliver Taylor, yet the said William neglecting the duty of his office as Deputy under the said Elisha, has never paid or caused to be paid the said Luther the sums of money contained and mentioned in said Execution except the sum of twenty Dollars but the said Luther has wholly neglected to pay or cause to be paid to said Luther and has converted the same to his own use.

Also for that whereas the said Luther former at a Court before Abraham Burbank Esq. one of the Justices of the Peace for said County of Hampshire on the ^{fourth} day of January in the year of our Lord 1792 by the consideration of the said Justice recovered Judgment against William Taylor for the younger alias Gentlemen and Nathan Taylor Gent^{man} alias Gent^{man} both of South Hadley in said County for the sum of fifteen pounds five shillings and eight pence damages and costs of suit taxed at twenty shillings and three pence, and the damages and costs last mentioned being wholly unpaid to the said Luther, he then and Luther for the more speedy obtaining the same after the obtaining of the Judgment aforesaid, that is to say on the eleventh day of February of the same year last mentioned did sue out from the said Justice a writ of Execution in due form of Law and of the price of one shilling and four pence directed to the Sheriff of the said County or either of his Deputies - by which the said Sheriff or either of his Deputies was commanded that of the goods chattels or lands of the said William and Nathan, within his precinct he cause to be paid and satisfied to the said Luther at the Value thereof in money the said Damages and Costs, together with one shilling and three pence two farthings the interest of such Damages with one shilling and four pence more for the same Execution - and also to make due return of the same with a bill of Execution and his doings thereon to said Justice within ninety days next after coming the date of the Execution last aforesaid - and afterwards to wit on the twelfth day of the same Month at Northampton aforesaid the said Luther delivered the Execution last mentioned to William Ballad then and long after a Deputy under the said Elisha and for whose malfeasance & misfeasance the said Elisha is by Law chargeable to be by him the said William duly served executed and returned according to the precept thereof and the said William received the same accordingly - yet the said William neglecting the duty of his said office as Deputy under said Elisha, did not return said Execution last mentioned with his doings thereon within ninety days to said Justice nor has he ever paid or caused to be paid and satisfied the several sums of Money mentioned therein to the said Luther as therein directed, except the sum of thirty six Dollars and twenty Cents, but the residue of the Contents of the Execution last mentioned to wit five pounds eight shillings and one penny two farthings which is equal to eighteen dollars and thirty five Cents the said Luther by the default and negligence of the said William hath wholly lost.

Also for that whereas the said Luther at a Court holden before Abraham Burbank Esq. one of the Justices of the Peace for the County of Hampshire on the fourth day of June in the Year of our Lord 1792 by the consideration of the said Justice recovered Judgment against one Benjamin Hibbard of South Hadley in said County Gent^{man} alias Laborer alias Pedlar for the sum of four pounds damages and costs of suit taxed at thirteen shillings and seven pence and the said damages and costs last mentioned being not then paid or satisfied to said Luther he then and Luther for the more speedy obtaining the same after the obtaining the Judgment last aforesaid to wit on the fourth day of August in the year last aforesaid, did sue out from said Justice a Writ of Execution in a due form of Law and of the price of one shilling and four pence directed to the Sheriff of said County or his Deputy, by which the said Sheriff or his Deputy, that of the money goods or chattels of the said Benjamin within his precinct he cause to be levied paid and satisfied to the said Luther the said Damages and costs last mentioned & also one shilling and four pence more for the same Execution and also to return & Execution to said Justice with his doings thereon within sixty days next coming after said fourth day of August - and afterwards to wit on the same fourth day of August at Northampton aforesaid the said Luther says he delivered the Execution last mentioned then wholly unsatisfied to one William Ballad who then was and long after continued to be a Deputy under said Elisha and for whose misfeasance and malfeasance the said Elisha is by Law chargeable, to be by him the said William duly served executed and returned according to the precept thereof and that the said William then and there received the same accordingly - yet the said William wholly neglecting the duty of his said office and contriving and fraudulently intending to deceive and defraud the said Luther of the contents of his Execution last mentioned did not cause the contents of said Execution to be paid and satisfied to said Luther nor has he ever done so, nor did the said William within sixty days after the suing out the said Execution last mentioned, or at any time return the same to said Justice by means whereof the said Luther says that he has wholly lost the benefit of the Judgment and Execution last mentioned.

Also for that whereas the said Luther at a Court holden before Abraham Burbank Esq. one of the Justices of the Peace for said County of Hampshire on the fourth day of September in the year of our Lord 1792 by the consideration of the same Justice recovered Judgment against Benjamin Hibbard of South Hadley in said County Gent^{man} alias Laborer for the sum of 2.12.6.3 damages and costs

Loomis
vs
Porter -

and laid at fifteen shillings and five pence - and the said damages and costs last mentioned being neither paid or satisfied to d^r Luther, but the said Luther for the more speedy obtaining the same after the obtaining the Judgment last aforesaid, to wit on the fourth day of September in the same year last aforesaid at said West Springfield did sue out from said Justice a writ of Execution in due form as by Law provided - the price of one shilling and four pence, directed to the Sheriff of d^r County or his deputy, by which the said Sheriff or his deputy was commanded to levy, pay and satisfy the said Luther the several sums of money contained therein and to make return thereof with his doings therein unto d^r Justice within sixty days then next coming after d^r fourth day of September, and afterwards to wit on the same fourth day of September at d^r Northampton the said Luther delivered the execution last mentioned then wholly unpaid to one William Ballad who then was and long after continued to be a deputy under d^r Elisha and for whose malfeasance and misfeasance the said Elisha is by Law chargeable to be by him the said William which served executed and returned according to the precept therein contained - who then and there received the same accordingly, and the said Luther avers that the said William did not within sixty days from the fourth day of September nor for a long time afterwards make return of the execution last mentioned to d^r Justice nor did he come to be levied paid and satisfied unto the said Luther the contents thereof and that the said William a long time after the return day of said execution last mentioned did return the same to said Justice with a writing thereon in the following words to wit, Hampshire s^r, By consent of the Creditor I return this Execution wholly unsatisfied Wm Ballad and the said Luther also avers that he never did consent that the execution last aforesaid should be returned unsatisfied by d^r William to the damage of the said Luther one hundred Dollars. - This action was entered at May Term 1796 and continued from term to term to the present - and was at this time Samuel Porter and Charles Phelps administrators on the estate of Elisha Porter Esq deceased come and defend the force and validity when d^r and say that the said William is not guilty in manner and form as the plaintiff has alleged and thereof put themselves on their country for wrong judgment and the said Luther likewise does the same by d^r Strong.

Loomis
or
Porter.

Whereupon I Jury at this time returned and impanelled and being sworn to try the issue on their oath declare that the said William Ballad is guilty in manner and form as the plaintiff in his declaration against him has alleged and aforesaid damages at fourteen Dollars and sixty seven Cents, and thereupon it is considered by the said Court that the said Luther recover against the adm^rs of the estate of the said Elisha Porter fourteen Dollars and sixty seven Cents and Costs of Court taxed at -
Whereupon the said Samuel and Charles appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next, and they assign with writs to prosecute the same to effect.

Samuel Russell of Deerfield in the County of Hampshire Plff^r vs. Elijah Smith Yeoman and Aaron Pratt Jun^r Yeoman both of Whately in the same County Defendants, in a plea of this case for that the said Elijah and Aaron at said Whately on the tenth day of March last past by their note under their hands of that date for Value received promised the said Samuel to pay him the sum of two hundred and thirty two dollars and sixty cents within seventeen days after the date of said Note - Yet said Elijah and Aaron tho often requested have never paid the same or any part thereof but ought it - to the damage of the said Samuel 300 Dollars.

L. Russell
vs
Smith & Pratt.
Sept: 17/ 1796

This action entered at September term 1796 and continued to the present time, and now the said Samuel appears and the said Elijah and Aaron tho three times called make default of their appearance in Court wherefore it is considered by the Court that the said Samuel recover against the said Elijah and Aaron 270 & 30 Cents and costs of suit taxed at \$13⁰⁰ 26.

Edw^d issued Jan^y 23. 1797. -

Elijah Wait of Ashfield in the County of Ashfield in the County of Hampshire Yeoman Plff^r vs. Ebenezer Taylor of the same Ashfield Yeoman Def^t in a plea that he tender to him two hundred pounds lawful money which the said Elijah saith is equal to 646 & 2/3 Dollars - which he the said Ebenezer owes to him tho d^r Elijah and unjustly detains for this to wit, that the said Ebenezer at Northampton aforesaid on the eighth day of October in the year of our Lord 1794. by his certain writing obligatory, sealed with the seal of the said Ebenezer and in Court to be produced the date whereof is the same day and year last aforesaid acknowledged

Wait
vs
Taylor

himself to be holder and stand firmly bound and obliged to the said Elijah in the said sum of two hundred pounds to be paid to the said Elijah whenever after the said Ebenezer should be thereto required. Yet the said Ebenezer the trustee often neglected both not paid the same sum which is equal as aforesaid six hundred & fifty six dollars and two thirds of a dollar to the plaintiff or any part thereof but unjustly neglects it to the damage of the said Elijah seven hundred Dollars. — This action was entered at September Term and continued to November, at which time the parties appear in Court and agree to refer this action to Mess^{rs} David Billings, Silas Billings and Samuel Partridge — the determination of whom or any two of them to be final, judgment to be made up and execution to issue accordingly — after which the case was continued to this present term — and now at this time the parties appear and the referees send in their report as follows to wit that that the said Elijah should relinquish or give up to the said Ebenezer the bond which was the foundation of the suit; and that said Elijah accept of the debt which the said Ebenezer has some time since executed and tendered to said Elijah in consequence of the bond aforesaid and that the said Elijah indorse two hundred Dollars on a note of Hand he holds against said Ebenezer also that said Elijah pay the cost of reference taxed at 7-28 witnesses attendance &c 10-9 and cost of Court to be taxed by the Court. — The parties being desirous the award should be publicly agreed to the same and the said Elijah gave up the bond to the said Ebenezer and Ebenezer studied to said Elijah and the indorsement made accordingly — which report was accepted by this Court.

Wright & Taylor

Sept. 12/ 1796

Dalrymple

v.
Bell —
Sept. 25/ 1796

Therence Dalrymple late of Colrain in the County of Hampshire Gent^l Plaintiff v. Thomas Bell of the same County ^{Gent^l} Defendant in a plea of the case for that whereas the said Thomas at Greenfield aforesaid on the 15th day of September in the year of our Lord 1794 by his note under his hand of that date for Value recd^d promised the plaintiff to pay him on order the sum of five pounds lawful money equal to \$ 16. by within twenty days from the date with Interest &c the said Thomas the often requested has never paid the same but neglects it to the damage of the said Dalrymple Thirty Dollars. This action entered at September Term and continued to the present Term and now the Plaintiff appears and the Def^t the three times publicly called makes default of his appearance in Court, wherefore it is considered by said Court that the said Dalrymple recover against the said Thomas nineteen Dollars and costs of suit taxed at \$ 17. 54.

Entered Paid Part. 21. 1797.

Lucas & Chapin
Sept. 27/ 1796

Samuel Lucas of Greenfield in the County of Hampshire Gent^l Plaintiff v. Caleb Chapin of Barnardstown in the same County Def^t in a plea of the case &c — This action entered at September term 1796 and continued to the present term and now at this time neither of the parties appearing this case is dismissed.

Jackson & White
Sept. 29/ 1796

Samuel Jackson of Norton in the County of Middlesex Esq. and Mary his wife Plaintiff v. Luke White of Heath in the County of Hampshire Yeoman Def^t in a plea of entry on distress &c. This action entered at Sept^r term 1796 & continued to the present term & now at this time neither of the parties appearing in Court this case is dismissed.

Bollwood & Willson
Sept. 30/ 1796

Samuel Bollwood of Conway in the County of Hampshire Esq. Plaintiff v. Michael Willson late of Nowe in the same County Gent^l Defendant in a plea of the case &c. This action entered Sept^r term 1796 and continued to the present term and now at this time neither of the parties appearing in Court this case is dismissed.

Strong & Willson
Sept. 31/ 1796

Samuel Strong of Conway in the County of Hampshire Gent^l Plaintiff v. Michael Willson of Orrell in the County of Addison and state of New York Gent^l Def^t in a plea of the case &c. This action entered Sept^r term 1796 and continued to the present term — and now at this time neither of the parties appearing in Court this case is dismissed —

Aaron Billings of Conway in the County of Hampshire Yeoman Plaintiff v. James Davis Yeoman and Aaron Town Yeoman both of Buckland in said County Defendants in a plea of the case for that the said James and Aaron at Conway aforesaid on the tenth day of October in the year of our Lord 1795 by their Note of the same date in company with a line received promised the said Aaron Billings to pay to him or his order thirty three dollars and thirty three cents by the first day of December then next with interest the lawful Interest of said sum till paid - also for that the said Aaron & James at Conway aforesaid by their other Note of the same date for value recd. promised the said Aaron Billings to pay to him or order thirty three dollars and thirty three cents by the first day of January then next - Yet the said James and Aaron nor either of them the often requested have not paid said contents of either of said Notes - but neglect to pay the same to the damage of the said Aaron 100 Dollars - This Action entered Sept. term 1796 and continued to the present - and now at this time the said Aaron Billings by his Attorney appears and the Defendants the three times called make default of their appearance in Court - wherefore it is considered by the Court that the said Billings recover against the said James and Aaron Doll. 71 - 67 and Costs of Suit taxed at 12s. Ex. issued Jan. 23^d 1797.

Aaron Billings of Conway in the County of Hampshire Yeoman Plaintiff v. James Davis Yeoman and Aaron Town Yeoman both of Buckland in the same County Defendants in a plea of the case for that the said James and Aaron Town at Conway aforesaid on the tenth day of October in the year of our Lord 1795 by their Note of the same date for value received promised the said Aaron Billings to pay to him or order thirty three dollars and thirty three cents by the first of April then next with interest the lawful interest of said sum till paid - Yet the said James and Aaron the often requested have not paid the contents of said Note but neglect it - to the damage of the said Aaron 40 Dollars. This Action entered Sept. term 1796 and continued to this present Term - and now at this time the said Aaron Billings by Wm Billings Esq. his Att. appears and the said James and Aaron the three times called make default of their appearance in Court - Wherefore it is considered by said Court that said Billings recover against the said James and Aaron Doll. 35 - 98 and Costs of Suit taxed at 10s. 9d. - Ex. issued Jan. 22^d 1797. -

Samuel Salisbury of Boston in the County of Suffolk and Stephen Salisbury of Worcester in the County of Worcester Joint Merchants Plffs. vs. Asa Morrills and William Arms both of Northampton in said County late joint traders in a plea of trespass on the case for that the D^{ffs} at Boston to wit at Northampton aforesaid on the second day of May instant in consideration that the plaintiffs at the special instance and request of the said defendants had there before that time sold and delivered to the Defendants divers Wares and merchandizes of their own and purchased on themselves and to the D^{ffs} then and there promised to pay them so much money as the same goods, wares, and merchandizes at the time of the sale and delivery thereof were reasonably worth, on demand; and the D^{ffs} say that the same Goods Wares and Merchandizes at the time of the sale and delivery thereof were reasonably worth the sum of 500 Dollars at said Boston to wit at said Northampton of which the Defendants then and there had notice - Yet the Defendants nor either of them have ever paid the Plff. or either of them the aforesaid sums or any part thereof but neglect it to the damage of the said Samuel and Stephen five hundred Dollars - This Action entered September Term 1796 and continued to the present time and now at this time the said Samuel & Stephen by Samuel Pinchley Esq. their Attorney appear - and the said Asa & William the three times called make default of their appearance in Court - Wherefore it is considered by said Court that the said Samuel and Stephen recover against the said Asa and William 500 Dollars and Costs of Suit taxed at Doll. 9s. 6d. - Whereupon the said Asa and William appeal from the Judgment of this Court to the supreme Judicial Court seat to be holden at Northampton in and for the County of Hampshire on the last Tuesday in April next and recognize with sufficient sureties to prosecute the same to effect.

William Boller and Thomas Deline both of Northampton in the County of Hampshire joint Partners in the business of Saddlers Plffs. vs. Walter Wales of Chester in the same County Yeoman D^{ff} in a plea of trespass on the case Boller & Deline vs. Wales Sept. 1797 1796

for that the said Henry at Norwich in said County on the fourth day of September last past was justly indebted to the said Potter and Delino the sum of 32 Dollars and 17 Cents for one Side Saddle one Mans Saddle one Portmanteau and one bottle of the said Potter and Delino to the said Henry at his special instance and request thereof before that time sold and delivered and being so indebted the said Henry in consideration thereof assumed on himself and to the said Potter and Delino then and there faithfully promised to pay them the same sum on demand - Yet the said Henry the often requested hath in no wise performed his said promise to the Plaintiffs or either of them but neglects to do to the damage of the said Potter and Delino Sixty Dollars - and that the said Henry Wales has not in his own hands goods and estate to the value of Sixty Dollars which can be come at to be attached, but has entrusted to and deposited in the hands and possession James Bascom trustee of the said Henry, goods effects and credits to the said Wales &c. - This Action was entered Sept^r Term 1796 and continued to the present term and now the said James Bascom comes into Court and being duly sworn and examined says he says he has neither goods effects or credits of the said Henry Wales in his possession and the said Potter and Delino also appear, and the said Henry the three times called makes default of his appearance in Court wherefore it is considered by said Court that said Potter & Delino recover against said Henry 60th Dollars. Costs of Suit taxed at 20th Doll.

Potter & Delino
vs
Wales -

David Farrand of Newbury in the County of Orange and State of Vermont Plaintiff vs. Ebenezer Bottwood of Amherst in the County of Hampshire Esq. 1796 Def^r in a plea of the Case &c. This Action entered Sept^r Term 1796 and continued to the present term - and now at this time neither of the parties appearing this Action is dismissed. -

Gideon Dickinson of Deerfield in the County of Hampshire Yeoman Plaintiff vs. John Crafts of said Whately Yeoman Def^r in a plea of the Case for that the said John at that date promised the said Gideon Dickinson on demand to pay him or order five pounds seven shillings and 1/2 meaning five pounds seven shillings and one penny which the Plaintiff avers is equal to seventeen Dollars and eighty five Cents with interest the lawful Interest till paid Yet the said John the often requested hath not paid the Contents of said Note or any part thereof to the said Gideon but neglects and refuses to do it to the damage of the said Gideon Thirty Dollars. This Action entered at September Term 1796 and continued from term to term unto the present term - and now the said Gideon appears and the said John the three times called makes default of his appearance in Court - wherefore it is considered by said Court that said Gideon recover against said John 29 Dollars and Costs of Suit taxed at 16-24 - Whereupon the said John appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Sunday of April next and recognises with sureties to prosecute the same to effect.

Dickinson vs Crafts
Sept^r (186) 1796

David Bronow of Greenwich in the County of Hampshire Yeoman Plaintiff vs. Robert Rogers of Stafford in the County of Tolland and State of Connecticut Yeoman Def^r in a plea that he renders to him the said David the sum of Dol. 338-33 - which he owes him and unjustly detains, for this to wit, for that the said Robert at Northampton on the 20th day of May last past by his certain writing obligatory sealed with the seal of the said Robert and in Court to be produced the date whereof is the same day and year above said did bind himself to the said David in the sum of one hundred pounds lawful money which is equal to \$333 & 33 Cents to be paid to him the said David when he should be thereto after requested. Yet the said Robert the often requested hath never paid the sum of \$333 & 33 Cents to the said David but hitherto hath denied and still denies to do it - to the damage of the said David 400 Dollars. - This Action was entered at Sept^r Term 1796 and continued to the next term, Nov^r at which time the parties appear and agree to refer this case with all demands and matters of controversy subsisting between them to the Judgment and determinations of Mess^{rs} Thomas Fuller, Porter Wadridge and Phileas Goddard - the award of them or any two of them to be final to be returned into this Court Judgment to be made up and Execution issued accordingly, and the action continued unto the next term - and now at this time the parties appear

Armore Rogers
Sept^r (92) 1796

The referees aforesaid send in their report as follows to wit that this said David Army recover against this said David Rogers the sum of one hundred and twenty dollars and cost of this reference amounting to 25-92 and Costs of Court to be taxed by the Court in full satisfaction of all demands Wherefore it is considered by the Court that this David recover against this said Robert 120 dollars and Costs of Court taxed at 50-12
Sept. 31. 1797

Isaac Warren of Palmer in the County of Hampshire Tenant Defendant in a plea of the Burch of Windsor in the County of Berkshire Gentleman defendant in a plea of the case for that whereas at said Northampton on the seventh day of February in the year of our Lord 1793 this said Robert was possessed of a Jack Ass which he offered to be good for covering and sure for foals and to be worth two hundred Dollars, and the said Robert then and there enticing and intending to deceive and defraud this said Isaac, proposed to and solicited this said Isaac to purchase one half of said Jack Ass and to give him this said Robert thereof for one hundred Dollars or five pounds six months do. and the said Isaac relying on the veracity and credit of the said Robert and on his affirmations made as aforesaid did purchase of him the said Robert one half of the same Jack Ass and paid him therefor one hundred Dollars and this said Isaac in fact says that the said Jack Ass at the time of the purchase and sale thereof as aforesaid was not good for covering and sure for foals but had some secret disease of which he then afterwards died, by means whereof the said Isaac has lost this sum of one hundred Dollars and has been to expense and trouble in keeping and taking care of the said Jack Ass whilst he lived of all which the said Robert was well knowing and so he has deceived & defrauded this said Isaac in manner aforesaid to the damage of this said Isaac 200 Dollars. This action entered at Sept. term 1796 and continued to November term & thence to this term - and now at this time this said Isaac appears - and the said Robert by Thomas Gould Gentⁿ his attorney, comes and defends the wrong and injury where he and says he is not guilty in manner and form as the said Isaac in his declaration against him has alleged and thereof puts him self on the Country for trial - and the said Isaac by Abner Morgan Esq his attorney likewise does the same. Whereupon a Jury at this time duly returned and impanelled and being sworn to try the issue do on their oaths say, that the said Robert is guilty in manner and form as set forth in the declaration and affords damages at one hundred Dollars - Wherefore it is considered by this Court that the said Isaac recover against this said Robert one hundred Dollars and Costs of Suit taxed at 40-13. - Whereupon the said Robert appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognises with sufficient securities to prosecute the same to effect.

Warren v Burch
Sept. 1797

Elisha Robinson of Granby in the County of Hampshire Yeoman Plaintiff Levi Taylor of the same Granby Yeoman Defendant in a plea of trespass on the case &c - This action entered at Sept. term 1796 and continued to November term and from thence to the present time - and now at this Court neither of the parties appearing, this case is discontinued.

Robinson v Taylor
Sept. 1796

Elisha Robinson of Granby in the County of Hampshire Husbandman Plaintiff v Henry Dwight of Belchertown in the same County Esq. in a plea of debt, for that after the first day of June in the Year of our Lord one thousand seven hundred & eighty nine viz on the fifth day of October in the year of our Lord one thousand seven hundred and ninety five One Timothy Burr commenced his action on the case by virtue of a Writ under hand and seal of Henry Dwight Esq. then and ever since a Justice of the peace for the same County against one John Graham for recovering the contents of a certain note of hand payable from said Graham to said Burr, and also for recovering a sum due from said Graham to said Burr for sundry articles of account, both which demands contained in said writ amounted to more than four pounds for the ten Dollars and thirty three cents to be heard and taken confession of before the same Justice on the twenty seventh day of November then next at his dwellinghouse in Belchertown in said County by force and virtue of one statute entitled "an act for rendering process in law less expensive" the damages in the same action being laid at a greater sum than

Robinson v Dwight
Sept. 100 1796.

Robinson
vs
Dwight

four pounds or thirteen dollars and thirty four cents, the same action not being an action of Audita Quercula nor any other action exempted by said Statute from the cognizance of a Justice of the peace, which action the said Elisha says was there on the same twenty seventh day of November at the request of the said Timothy duly entered at a Court then and there holden before the same Justice at which Court the said John did appear and deny the demand of the same action, whereupon the said Timothy did instantly notify the said John that he the said Timothy would carry the same action to be heard and tried at the Court of Common Pleas then next to be holden at Northampton within and for said County, on the second Tuesday of January then next. Now the said Elisha saith that all the services in and about the same action at the day and time aforesaid actually performed by said Justice were the entry of the action for which by Law he ought to have taken one shilling or seventeen cents and no more, filing three papers (there being no more than three papers filed in y^e action for which by law he ought to have taken three pence / or four cents and an half cent) and no more; examining and allowing a bill of Cost for which by law he ought to have taken three pence / or four cents and an half cent; and no more; according Judgment for the case which by Law the said Justice ought to accord / for which by law he ought to have taken one shilling / or seventeen cents; and no more; according to y^e Johns denial of the demand laid in the said action for which by law he ought to have taken eight pence, or eleven cents and a half cent and no more; amounting in the whole to three shillings and two pence or fifty three cents and no more - and the said Elisha further saith that the said Justice on the twentieth day of June last past at Belchertown aforesaid, unlawfully, fraudulently corruptly and willfully demanded and received of one Jonathan Groat the attorney of the said Timothy for the services by the said Justice actually performed in and about the said action at the time of the Court and entry aforesaid other and greater fee than than the Statute in that behalf made and provided allows, viz the sum of five shillings / or eighty three cents and one third of a cent, which amounts to one shilling and ten pence / or thirty cents and an half cent / more than the lawful fees arising or accruing to the said Justice for the services by him actually performed in and about the same action at the time of the Court and entry aforesaid - all which is against the form of the Statute in that behalf made and provided and against our peace, whereby the said Dwight hath forfeited and ought to pay the sum of Ten pounds late lawful money of this Commonwealth or thirty three dollars and thirty three cents and one third of a cent, and by force and virtue of which Statute, action hath accrued to the said Elisha to have & demand of the said Dwight the said sum of Ten pounds or thirty three dollars & thirty three cents and one third of a cent yet the said Dwight the often requested hath never paid the same.

Also for that after the aforesaid first day of June viz on the 24th day of November in the Year of our Lord 1795 the said Henry Dwight commenced an action on the case by virtue of a Writ and declaration under the hand and seal of him the said Henry Dwight Esq, for and in behalf and in the name of one Samuel Pond against the said Elisha and one Joel Green Jun^r for the recovery of the contents of a certain note of hand payable from said Elisha and of Joel's Pond which demand in said Writ amounted to more than four pounds or thirteen Dollars and thirty three cents to be heard and taken Confession of before the said Justice on the fourteenth day of December then next at his dwelling house in Belchertown by virtue and force of our Statute entitled, an act for rendering process in Law less expensive & the damages in the said action last mentioned being laid at a greater sum than thirteen Dollars and thirty four cents the same action not being an action of Audita Quercula nor any other action exempted by said Statute from the cognizance of a Justice of the peace, which action the said Elisha saith was there on the same day viz on the fourteenth day of December aforesaid, at the request of the said Pond duly entered at a Court then and there holden before the said Justice: at which Court the said Elisha did appear and deny the demand of the same action, whereupon the said Pond did instantly duly notify the said Elisha that he the said Pond

would carry the same action to be heard and tried at the Court of Common Pleas then next to be holden at Northampton within and for said County on the second Tuesday of January then next. — Now the said Elisha says that all the services in and about the action last mentioned at the time of the entry of the same as aforesaid, actually performed by the said Justice, were the entry of the action for which by Law he ought to have taken one shilling or seventeen cents and no more; filing two papers there being no more than two papers filed in the action for which by Law he ought to have taken two pence or three cents and no more examining & allowing a bill of costs for which by Law he ought to have taken three pence or four cents and a half cent and no more; recording Judgment for this case which by Law the said Justice ought to record for which by Law he ought to have taken one shilling or seventeen cents and no more, recording the said Elisha's denial of the demand laid in this same action, for which by Law he ought to have taken eight pence or eleven cents and a half cent and no more amounting in the whole to three shillings and one penny or fifty one cents and a half cent and no more — and the said Elisha saith that the said Justice on the second day of May last past at Belchertown aforesaid, unlawfully, fraudulently, corruptly and willfully demanded and received of Dow Herckins Bush the Attorney or Agent of the said Elisha and Joel for the services by the said Justice actually performed in and about the said action at the time of the Court and entry last aforesaid other and greater fees than the statute in that behalf made and provided allows, viz, the sum of four shillings and six pence or seventy five cents which amounts to one shilling and five pence or twenty three cents and a half cent more than the lawful fees arising or accruing to the said Justice for the services by him actually performed in and about the same action last aforesaid at the time of the Court and entry last aforesaid — all which is against the form of the Statute in that behalf made and provided and against our peace; whereby the said Dwight hath forfeited and ought to pay another sum of Ten pounds or thirty three dollars and thirty three cents and one third of a cent, and by force and virtue of which statute action hath accrued to the said Elisha to have and demand of the said Dwight the said sum of Ten pounds last mentioned, or thirty three dollars & thirty three cents and one third of a cent. Yet the said Dwight this often requested hath not paid the same which is further to the damage of the said Elisha the sum of Sixty Dollars.

Robinson
or
Dwight—

Also for that after the aforesaid first day of June, to wit, on the eighth day of March last past one John Filer commenced his action on the case by virtue of a Writ under hand and seal of the said Henry Dwight Esq for recovering the Contents of a certain Note payable payable from the said Elisha to said Filer, which demand contained in said Writ amounted to more than four pounds or thirteen Dollars and thirty four cents to be heard and taken cognizance of before the said Justice on the twenty third day of the same month at his dwelling house in said Belchertown, by virtue and force of one statute entitled "an Act for rendering processes in Law less expensive, the damages in the same action being laid at a larger sum than four pounds or thirteen Dollars and thirty four cents: the same action not being an action of Audita Querele, nor any other action exempted by said Statute from the cognizance of a Justice of the peace — which action the said Elisha says was there on the same twenty third of March at the request of the said Filer entered at a Court then and there holden before the same Justice, at which Court the said Elisha did appear and deny the demand of the same action, whereupon the said Filer did instantly duly notify the said Elisha that he the said Filer would carry the same action to be heard and tried at the Court of common pleas then next to be holden at Northampton within and for said County on the third Tuesday of May then next — Now the said Elisha says that all the services in and about the action last aforesaid at the day and time last aforesaid actually performed by the said Justice, were the entry of the same action for which by Law he ought to have taken one shilling or seventeen cents and no more filing three papers there being no more than three papers filed in the

same action for which by Law he ought to have taken three pence or four pence and a half cent and no more - examining and allowing a bill of cost for which by Law he ought to have taken three pence for four pence and a half cent and no more recording Judgment for the case which by Law the said Justice ought to record for which by Law he ought to have taken one shilling or seventeen cents and no more recording the said Elisha denial of the demand laid in the same action, for which by Law he ought to have taken eight pence or eleven cents and a half cent & no more amounting in the whole to the sum of three shillings and two pence or fifty three cents and no more - And the said Elisha further saith that the Justice on the 20th day of June last past at said Belchertown unlawfully, fraudulently, corruptly and willfully demanded and received of one Jonathan Groat the att^y of the said Tiler for the services by the said Justice actually performed in & about the action last aforesaid at the time of the Court and entry last aforesaid other and greater fees than the statute in that behalf made and provided allows viz the sum of five shillings or eighty three cents and one third of a cent which amounts to one shilling and ten pence or thirty cents and a half cent more than the lawful fees arising or accruing to the said Justice for the services by him actually performed in and about the same action at the time of the Court and entry last aforesaid - All which is contrary to the form of this statute in that behalf made and provided and against our peace - whereby the said Henry Dwight hath forfeited and ought to pay another sum of Ten pounds or thirty three dollars and thirty three cents and one third of a cent and by force virtue of which statute action hath accrued to the said Elisha to have and demand of the said Henry Dwight the said sum of Ten pounds last mentioned or thirty three dollars and thirty three cents and one third of a cent - Yet the said Dwight tho often requested hath never paid the same, which is further to the damage of the said Elisha as he saith the sum of sixty Dollars. —

Also for that after the aforesaid first day of June viz on the 26th day of March last past one John House commenced his action on the case by virtue of a Writ under the hand and seal of the said Henry Dwight Esq. for recovering the contents of a certain note of hand payable from the said Hatheway to the said House which demand contained in said Writ amounted to more than four pounds or thirteen dollars and thirty four cents to be heard and taken confession of before the same Justice on the 13th day of April next at his dwelling house in said Belchertown by virtue and force of our statute entitled, "an act for rendering process in Law less expensive" - the damages in the same action being laid at a larger sum than four pounds or thirteen dollars and thirty four cents not being an action of *Assumpsit* Quare, nor any other action exempted by said statute from the cognizance of a Justice of the peace - which action the said Elisha says was there on the same 13th day of April at the request of the said House duly entered at a Court then and there holden before the same Justice, at which Court y^e said Hatheway did appear and deny the demand of the same action whereupon the said House did instantly duly notify the said Hatheway that in the said House would carry the same action to be heard and tried at the Court of Common Pleas next to be holden at Northampton on the third Tuesday of May then next Now the said Elisha says that all the services in and about the action last aforesaid by the said Justice were, the entry of the ^{same} action for which by Law he ought to have taken one shilling or seventeen cents and no more; filing four papers (there being no more than four papers filed in the same action for which by Law he ought to have taken four pence or six cents and no more, examining and allowing a bill of cost for which by Law he ought to have taken three pence or four cents and a half cent and no more, recording Judgment for the case which by Law the said Justice ought to record for which by Law he ought to have taken one shilling or seventeen cents and no more, recording the said Hatheway's denial of the demand laid in the same action for which by Law he ought to have taken eight pence or eleven cents and a half cent and no more amounting in the whole to three shillings and three pence or fifty four cents and a half cent and no more And the said Elisha further saith that the said Justice on the 20th day of June last past at said Belchertown, unlawfully, fraudulently, corruptly and willfully demanded and received of one Jonathan Groat the

Robinson vs Dwight

Honour of the said State for the services by the said Justice actually performed in and about the action last aforesaid other and greater fees than the Statute in that behalf made and provided allows viz the sum of five shillings and two pence or eighty six cents which amounts to one shilling and eleven pence or thirty one cents more than the lawful fee arising or accruing to the said Justice for the services by him actually performed in and about the same action at the time of the Court and entry last aforesaid. - all which is against the form of the Statute in that behalf made & provided and against our laws whereby the said Henry Daight hath forfeited and ought to pay the sum of Ten pounds or thirty three dollars and thirty three cents and one third of a Cent and by force and virtue of which Statute action hath accrued to the said Elisha to have and demand of the said Henry Daight the said sum of Ten pounds last mentioned or thirty three dollars and thirty three cents and one third of a Cent but the said Henry Daight the often requested hath never paid the said last mentioned sum which is further to the damage of the said Elisha sixty Dollars. This action was entered at September term 1796 and continued to November Term and from thence to this time - and now at this time the said Elisha appears and the said Henry Daight by Caleb Strong Esq. his Attorney comes and defends the force and injury whereof and says he owes nothing in manner and form as the plaintiff has alledged, and thereof puts himself on the Country. and the said Elisha by Jonathan Goout Gent^l his Attorney likewise does the same. Whereupon a Jury at this time duly returned and impanelled being sworn to try the issue do on their oaths say that the said Henry owes nothing in manner and form as the Plff has alledged - wherefore it is considered by this Court that that the said Henry recover against the said Elisha his costs of Suit taxed at Doll. 39^u 7^d. Whereupon the said Elisha appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next & recognises with sufficient sureties to prosecute the same to effect. -

Robertson Daight

William Shotwell and Daniel Mansbury both of the City, County & State of New York Joint Traders Plaintiffs v. Asaph King of Wilbraham in the County of Hampshire Yeoman Defendant in a plea of the case for that the said Asaph at said Northampton on the first day of January last past was justly indebted to the Plaintiffs in the sum of One hundred and fifty two dollars and fourteen Cents lawful money for so much money before that time by the said Asaph had and received to the Plaintiffs use and being so indebted the said Asaph then and there in consideration thereof undertook and to the Plaintiffs faithfully promised to pay them the same sum whenever after he should be there requested but said Asaph the often thence requested hath never paid the said sum but unjustly neglects and refuses to do it to the damage of the said William and Daniel the sum of two hundred and fifty dollars. - This action was entered at September term and continued to November term When the Plffs appeared and the said Asaph the threetimes called makes default of his appearance in Court - after which this action is continued for Judgment untill the next term - and now at this time it is considered by this Court that the said William and Daniel recover against the said Asaph Doll. 152^u 14. and costs of Suit taxed at Doll. 17. 46. -

Shotwell & Mansbury v Asaph King Sept 9/101/ 1796

Ex^o issued Jan^y 22^d 1796.
William Shotwell of New York in the County and State of New York Merchant Plaintiff v. Asaph King of Wilbraham in the County of Hampshire Gentleman defendant in a plea of the case for that said Asaph at said Northampton in the County aforesaid was justly indebted to the Plaintiff in the sum of two hundred and twenty five dollars and forty two cents lawful money for so much money there before that time by the said Asaph had and received to the Plffs use and being so indebted then and there in consideration thereof undertook and to the Plaintiff faithfully promised to pay him the same whenever after he should be thence requested hath never paid the Plaintiff the same or

Shotwell v King Sept 10/102/ 1796

or any Cent thereof but unjustly ingulats it, to the damage of the said William three hundred Dollars. This action entered at September term 1796 and continued to the next term when the said William appeared, and the said Assize the three times called on his default of his appearance in Court - after which the same action was continued for Judgment - wherefore, at this present term, it is considered by this Court that the said William recover against the Assize Doll. 225 - 25 and Costs of Court taxed at Doll. 17. 46.

Ex^{ca} issued Jan^y 22. 1797.

Simon Chapin of Springfield in the County of Hampshire Gent^l Plaintiff Joseph Allen of the same Springfield Gentleman Def^t in a plea of the Case for that the said Joseph at said Springfield on the 19th day of February in the year of our Lord 1792 by his note or writing under his hand of that date for Value received promised the Plff^t to pay him including thereby deliver him thirty six Gallons of West India rum or indom - and with the lawful Interest for the same till paid - and the Plff^t avers that he was always ready to receive said rum, and that he particularly demanded the same of the Plff^t on the first day of August instant and the Plff^t further avers that the rum so delivered as aforesaid would have been well worth the sum of fifty Dollars lawful money of all which the Plff^t had due notice to wit on the day and year aforesaid at Springfield aforesaid yet the said Joseph the often thereto requested hath never paid and delivered the said rum to the Plff^t or paid the said sum or in any way performed his said promise but neglects it to the damage of the said Simon the sum of 188 Dollars. This action entered at September term 1796 and continued from term to term to the present term - and now at this time the said Simon appears by his Attorney - and the said Joseph the three times called on his default of his appearance in Court, wherefore it is considered by this Court that the said Simon recover against the said Joseph the sum of Doll. 69 - and his Costs of Suit taxed at Doll. 13. 76.

Ex^{ca} issued Jan^y 22. 1797.

Willard Grosvenor of Suffolk in the County of Hartford and state of Connecticut Gent^l Plaintiff Eli Ball of West Springfield in the County of Hampshire Gent^l Plaintiff Solomon Anderson Husbandman and Carmis Wright Husbandman both of Deerfield in the County of Hampshire Def^t in a plea of the Case for that the said Solomon & Carmis at Deerfield aforesaid on the eleventh day of March in the year of our Lord 1795 by their promissory Note of that date for Value received promised the Plff^t to pay them thirty seven pounds twelve shillings and six pence, equal as the Plff^t say to One hundred and twenty five Dollars and forty two Cents lawful money by the first day of September then next ensuing with the lawful interest for the same well paid yet the often requested said Solomon and Carmis or either of them have never paid the same to either of the Plff^t but unjustly neglect it, to the damage of the said Willard and Eli the sum of 150 Dollars.

This Action entered at Sept^r term 1796 and continued from term to term to this present term - and now at this term the Plff^t appear and the Def^t the three times called on his default of their appearance in Court, wherefore it is considered by this Court that the said Willard and Eli recover against the said Solomon and Carmis the sum of 136. 00 Dollars and Costs of Suit taxed at D. 16. 25.

Ex^{ca} issued Jan^y 22. 1797

Jonathan Dwight of Springfield in the County of Hampshire Esq^r Plaintiff & Lemuel Leland of Middlefield in said County Gent^l Defendant in a plea of ejectment wherein he demands against the said Lemuel seizen and possession of a certain tract or lot of land lying and being in Middlefield in said County being in Lot in number sixteen the second division of lands formerly belonging to the town of Washington and incorporated and annexed to the town of Middlefield aforesaid containing one hundred and fifty ^{four} acres with the buildings thereon standing & appurtenances thereto belonging bounded and described as follows lying in a triangular form and bounded at the south corner on a road and northw^{ly} on the line of the town of Washington. Whereupon said Jonathan says that Abigail Abbey of Washington in the County of Berkshire Esq^r at Northampton aforesaid on the twenty second day of August,

Chapin v. Allen
Sept. 10/1796

Grosvenor & al
Anderson & al.
Sept. 10/1796

Dwight v. Leland
Sept. 12/1796

in the year of our Lord 1791 being seized in fee simple of the demanded premises with the
 propriety thereof by his deed of bargain and sale of that date by him the said Azariah well
 executed acknowledged and duly recorded and in Court to be produced in consideration of fifty
 pounds Lawful money bargained sold and conveyed the demanded premises with the appurte-
 nances to the said Jonathan Dwight to hold to him his heirs and assigns forever as an absolute estate
 in fee simple whereby the said Jonathan then and there was and became seized and possessed
 of the said demanded premises with the appurtenances in fee simple and ought still to hold
 the same nevertheless the said Lemuel hath since unjustly and without Judgement
 entered upon and dispossessed the said Jonathan thereof and whereof the said Jonathan com-
 plains that the said Lemuel unjustly dispossessed and holdeth him out therefrom to the
 damage of the said Jonathan the sum of 300 Dollars. —

Dwight v. Leland

This Action entered at September term 1796 and continued from term to term untill
 the present term - and now at this term the said Jonathan appears - and the said Lemuel
 by Caleb Strong Esq. his Attorney comes and defends the force and Injury shown &c and
 says he is not guilty of the dispossession alleged in the Plaintiffs Writ in one manner
 and form as the said Jonathan hath alleged against him and thereof puts him
 self on the Country.

By Strong Esq.

and the said Jonathan reserving Liberty to himself to alter this plea on the trial of the appa-
 cal and join the issue tendered says the plea of the said Lemuel in manner and form as
 above pleaded and the matters therein contained are insufficient in Law to preclude the
 said Jonathan from maintaining his said Action and to which he the said Jonathan hath
 no need nor is bound by the Law of the Land to answer, which the said Jonathan is
 ready to verify wherefore want of a sufficient plea he prays Judgement &c

by George Bliff.

and the said Lemuel consenting to the said ^{by George Bliff.} replevins says his plea aforesaid
 is sufficient &c

Strong Esq.

all which being by this Court understood it appears to the Court that the plea of
 the said Lemuel by him pleaded is sufficient and it is thereupon considered by the
 Court that the said Lemuel recover against the said Jonathan his lost tax &c

Whereupon the said Jonathan appeals from the Judgement of this
 Court to the Supreme Judicel at next next to be holden at Northampton
 within and for the County of Hampshire on the last Tuesday of April next and
 recognises with sufficient Sureties to prosecute the same to effect. —

Margaret Oliver of Conway in the County of Hampshire, Widow Dff. v. Aaron
 Howe late of the said Conway Blacksmith defendant in a plea of this case for that
 the said Aaron at Conway aforesaid on the 24th day of September in the year of our
 Lord 1790 by his Note under his hand of that date for value received promised the Dff.
 to pay her or order three pounds equal in Value to Ten Dollars on demand with Int.
 Yet the said Aaron the often requested the same sum and interest hath not paid
 but neglects it to the damage of the said Margaret sixty Dollars - and whereas the
 said Margaret saith that the said Aaron has not in his own hands and possession goods
 and estate to the value of sixty Dollars aforesaid, which can be come at to be attached
 but has entrusted to and deposited in the hands and possession of Joseph Bryden of Con-
 way in the County aforesaid Husbandman trustee of the Aaron goods effects and credits to
 the said value &c. This Action entered at September term 1796 and continued
 from term to term to the present term - and now at this term the said Margaret ap-
 pears and the said Joseph Bryden the agent aforesaid comes into Court and being
 examined under oath says that at the time of the service of the Writ the said Howe
 held a Note of hand against the said Joseph for the sum of thirty four pounds dated 9th May
 1794 on Interest a part of which note is paid and indorsed on said Note - and
 there still remains due on said Note together with the Interest twenty pounds
 according to his best Judgment and payable in money. and that said Note was
 not negotiable or payable to order. and the said Aaron being three times
 called makes default of his appearance in Court - wherefore it is considered
 by the Court that the said Margaret recover against the said Aaron the
 sum of Doll. 15. 3 and Costs of Suit taxed at 16. 3s.

Oliver v. Howe & ag.
 Sept. 1796.

Ex. issued Jan. 22^d 1797.

Jeremiah Hatch of Winchester in the County of Hampshire and state of New Hampshire
 Plaintiff Dff. v. Richard Bolster late of Warwich in County of Hampshire

Hatch v Polster
Sept. 140 / 1796

Hampshire Yeoman Defendant in a plea of the Case for that the said Richard at a place called Winchester viz at said Northampton on the twenty sixth day of November in the Year of our Lord 1792 by his Note under his hand of that date for Value received promised the plaintiff to pay him five hundred and thirty nine weight of sheep in three years from the date of said note, two of them were there and the rest of them were to be minding slow sheep and twenty four pounds of Wool eight pounds (meaning to be paid) at the end of each year, which time has elapsed, and the Plaintiff avers he was always ready to receive said Sheep and Wool, and further avers that the said Sheep is worth twenty one Dollars and fifty six Cents and the said Wool is worth nine Dollars yet the said Richard the requested the same Sheep and Wool has not paid over the value thereof in money or the Interest paid, but neglects it - and also for that the said Polster there afterwards on the day of the purchase of this Writ being justly indebted to the Plaintiff the sum of five Dollars for Money by the said Polster at his request before that time had and received of the Plaintiff to the Plaintiff use, then and there in consideration thereof promised the Plaintiff to pay him the same sum on demand, yet the said Richard the often requested this same sum has not paid but neglects it - To the damage of the said Hatch the sum of Sixty Dollars and the said Hatch swears that the said Richard has not in his own hands and possession goods and estate to the value of Sixty Dollars aforesaid which can be come at to be attached but has not trusted to and deposited in the hands and possession of Jacob Rich of Warwick aforesaid Yeoman, trustee of the said Richard's goods effects and Credits to the said Value &c. and the said Jeremiah appears, and the said Jacob Rich now comes into Court / this action being entered at September term and continued to the present term / being the Auditor trustee aforesaid and being duly sworn, on oath says that sometime in June 1793 he purchased a farm of Polster and gave him three several notes of hand payable annually on interest in beef or mutton or cattle equivalent payable to him or order which notes I have never paid - said notes amounted to seventy five pounds in the whole. - and the said Richard the three times called makes default of his appearance in Court - Wherefore it is considered by this Court that the said Jeremiah recover against the said Richard the sum of Doll. 25. 79 and Costs of suit taxed at Doll. 19. 16.
Ex. R. issued Jan 22 1797.

Bowker v Carruth
Sept. 143 / 1796

Joseph Bowker of Northfield in the County of Hampshire Yeoman Plaintiff vs Joseph Carruth of Northboro in the County of Worcester Yeoman Defendant in a plea of the Case &c. this action entered at September term and continued to this term and now at this term neither Party appear - and this case is ordered to be dismissed.

Mattoon J. v Tiffany
Sept. 154. 1796.

Samuel Mattoon Junr of Northfield in the County of Hampshire Yeoman Plaintiff vs Edward Tiffany of the same Northfield Yeoman Defendant in a plea of the Case &c. this action entered Sept. term 1796 and continued from term to term to this present term - and now at this term neither party appear - it is therefore ordered that the action be dismissed.

Tyler v. Jones
Sept. 156 / 1796

Royal Tyler of Guilford in the County of Windham and State of Vermont Esq. Plaintiff vs Noah Jones of East Hampton in the County of Hampshire Yeoman Defendant in a plea of the Case for that the said Noah at Cummington in the County aforesaid on the fourteenth day of November in the year of our Lord 1794 by his note under his hand of that date for Value received promised one Joseph Lazell to pay him or his order the sum of Sixty two pounds seven shillings 10s the value of two hundred and seven dollars and eighty three Cents / meaning on demand with interest till paid: and the said Lazell there afterwards on the same day by his indorsement on said note ordered the Contents thereof then due & unpaid to be paid to the Plaintiff of all which the said Jones had notice and thereby became liable to pay the same according to the tenor and effect thereof and then and there in consideration thereof promised the Plaintiff to pay him the same sum on demand, yet the said Jones the often requested more especially on the 19th day of May last past said sum and the interest has not paid but neglects

nd refuses to pay it to the damage of the said Tyler 400 Dollars.—
This Action entered at September term 1796 and continued from term to term to this
present Term and now at this term the parties appear and the said Noah comes &
defends the force and Injury wherein and says that he never promised in manner
form as the Plff has alleged and thereof puts himself on the Country p^r Strong J^r.
And the said Royal referring to himself Liberty to save the damages at the supreme
Court and of joining the issue tendered and agreeing that he will not review and
that one trial shall be final on his part says the plea aforesaid is an insufficient
answer to his declaration and thereof prays judgment. p^r Sol^r Vose
and the said Noah agreeing to s^r Reservations on the Conditions aforesaid, says his
plea aforesaid is sufficient and thereof prays Judgment. p^r Strong J^r.
All which being by this Court fully understood, it appears to the Court that the
Plea of the said Noah by him pleaded is sufficient—wherefore it is considered
by the Court that the said Noah recover the said Royal his Costs of suit taxed
at—

Whereupon the said Royal appeals from the Judg-
ment of this Court to the supreme Court next to be holden at Northampton
in and for the County of Hampshire on the last Tuesday in April next and
recognizes with sufficient sureties to prosecute the same to effect.

Stephen Ball Jun^r of Northboro in the County of Worcester Physician
App^r v^s Solomon Bowker of Northfield in the County of Hampshire Gent^r
App^r— in a plea of the Case &c. This action entered at Sept^r term 1796 and
continued from term to term to the present and now at this term neither
of the parties appear— it is therefore ordered that the action be dismissed—

Ball v Bowker
Sept^r 160. 1796.

Oliver Sheldon of Suffield in the County of Hartford and State of Connecticut
Yeoman plaintiff v^s Roswell Smith of Hadley in the County of Hampshire
Yeoman Def^t in a plea of the case for that the said Roswell at Hadley in the
County of Hampshire on the seventh day of March in the year of our Lord
1795 by his Note of that date for Value received promised the Plff to pay him or
order sixteen pounds and five shillings equal to fifty four dollars and seventeen
Cents by the first day of July next following the date with Interest till paid—
yet the often requested the Roswell hath not performed his said promise but
ought it to the damage of the said Oliver one hundred Dollars.

Sheldon v. Smith
Sept^r 163. 1796.

This Action entered September term 1796 and continued to this present
Term and now at this term the said Olney appears—and the said Roswell the
the three times called makes default of his appearance in Court—Wherefore
it is considered by this Court that the said Oliver recover against the said
Oliver the sum of Doll. 60. 22 and Costs of suit taxed at Doll. 14. 62

Ex^r issued Jan^y 22 1797.

Abel Bliss of Wilbraham in the County of Hampshire Plff v^s David Smith
late of the same Wilbraham Yeoman Def^t in a plea of the case for that the
said David at Wilbraham aforesaid on the tenth day of November in the year
of our Lord 1794 by his promissory note in writing under his hand of that
date for Value received promised the plaintiff to pay him sixteen dollars and
ninety five Cents lawful money on demand with lawful Interest for the same
till paid also for that whereas the said David at Wilbraham aforesaid on the
tenth day of November last past was justly indebted to the Plff in one other
sum of sixteen dollars and ninety five cents lawful money for so much money
there before that time by the said David had and received to the use of the
said Abel and being so indebted the said David then and there in consideration
thereof promised the plaintiff to pay him the same sum on demand yet
the often thereto requested said David hath never performed either of his said
promises but unjustly ought it to the Damage of the said Abel twenty
Dollars— And the said Abel saith that the said David has not in his
own hands and possession Goods and estate to the Value of thirty five
dollars aforesaid which can be come at to be attached but has ent-
ruited to and deposited in the hands of Robert Bayley late of Ludlow

Bliss v. Smith
Sept^r 170. 1796.

in said County Yeoman trustee of the said David. Goods effects and Credits to the said Value &c. This Action entered September term 1796. at which term the Plff appeared and the said Robert Bailey agent and trustee as aforesaid. the three times called made default of his appearance in Court - after which the action was continued from term to term until the present term - and now at this term the plaintiff appears and the said David the three times called makes default of his appearance in Court. wherefore it is considered by this Court that the said Deb recover against the said David the sum of Doll. 16-95 and Costs of suit taxed at Doll. 14-62.

Ex² issued Jan^y 22^d 1797.

Sylvanus Ward of Bourne in the County of Hampshire Yeoman Plff. v Benjamin Mayo and Solomon Gates of the same Orange Joint traders Def^s in a plea of the case for that the said Mayo and Gates at Northampton aforesaid on the 30th day of January last by their note of that date for Value rec^d. promised the Plff to pay him or his order the sum of sixty two Dollars and twelve cents by the first day of June then next with interest after three months yet said Mayo and Gates the often requested have never paid the same or either of them but neglect it to the damage of the said Sylvanus Twenty Dollars - This Action entered at September term 1796 and continued from term to term to the present term - and now at this term the Plff appears and the Def^s the three times called make default of their appearance in Court - wherefore it is considered by this Court that the said Sylvanus recover against the Def^s the sum of Doll. 63-77 and Costs of suit taxed at Doll. 16-6.

Ex² issued Jan^y 21st 1796.

Joseph Walker of Whitestown in the County of Merkimer and state of New York Yeoman Plain^{tiff} v Martin Stephens of Warwick in the County of Hampshire Yeoman Def^t in a plea of the case for that the said Martin at Northampton aforesaid on the sixteenth day of February in the year of our Lord 1795 - by his Note of that date for Value received promised the said Joseph to pay him

£50 on demand with use till paid meaning the lawful Interest, which sum is equal to one hundred and fifty eight dollars and eight cents of our current money of America. Yet the said Martin altho often requested hath never paid the said sum or any part of it but he to do it neglects to the Damage of the said Joseph three hundred Dollars - This Action entered at September term 1796 and continued from term to term unto the present term - and now at this term the Plff appears and the defendant the three times called makes default of his appearance in Court wherefore it is considered by this Court that the said Joseph recover against the said Martin the sum of Doll. 209-69 and his Costs of suit taxed at Doll. 17-93.

Ex² issued Jan^y 22^d 1797.

Justin Lyman of Hartford in the County of Hartford and state of Connecticut and Elias Lyman of Weatherfield in the County of Windsor and state of Vermont Joint traders Plff v Elijah Kent of Granby in the County of Hampshire Gentlemen Def^s in a plea of the case for that whereas the said Elijah at Hartford to wit at said Northampton on the twenty seventh day of April last past had executed two certain promissory notes of hand whereby he promised one Joseph Hawley Dwight to pay him or order of the Hartford bank thirty days after date one hundred fifty eight dollars and fifty cents Value received, and whereas the said Justin and Elias at the special instance request of the said Elijah did then and there on the same Note & by their indorsement promise and engage that the said Elijah should well and truly pay the contents of said Note to said Dwight according to the form and effect of said Note - and that said Justin and Elias aver that the said Elijah did not in thirty days or afterwards pay the contents of said Note to said Dwight nor has he ever done it and that they

J. & E. Lyman
v Kent
Sept^r 18th 1796.

the said Justin and Elias have been obliged to pay the Contents of said Note to said Dwight, by means whereof the said Elijah became liable to pay the said sum contained in said Note to said Justin and Elias, and being so liable, he the said Elijah on the tenth day of June instant in consideration thereof assumed on himself and faith fully promised said Justin and Elias to pay them the same sum contained in said Note whenever the same requested to wit at Northampton. Also for that whereas the said Elijah on the tenth day of June instant was justly indebted to the said Justin and Elias in the sum of One hundred and fifty eight Dollars and fifty six Cents for so much money before that time paid laid out and advanced by them at the special instance and request of said Elijah and being so indebted the said Elijah afterwards to wit on the same tenth day of June at said Northampton promised said Justin and Elias to pay the same sum on demand yet the said Elijah the often thereto requested has never paid said sums of money to said Justin and Elias neither of them but hitherto has and still does unjustly neglect and refuse so to do to the damage of the said Justin and Elias Two hundred Dollars.

This Action entered at September term 1796 and continued to November Term. at which term the Plffs appear by John Hooker Esq. their Att^y. and the said Elijah the three times called makes default of his appearance in Court - after which this action is continued to the present term - and now at this term it is considered by this Court that the said Justin and Elijah Elias recover against the said Elijah the sum of Doll. 163⁰⁰ and costs of suit taxed at Doll. 17⁴². —

Exp^d issued Jan^y. 21. 1797.

George Colton of Long Meadows in the County of Hampshire husbandman Plff^t. v. Eliab Washburn of the same Long Meadows Hatter Def^t. in a plea of this case for that the said Eliab at said Long Meadows on the twenty eighth day of January last past by his promissory note of hand of that Colton or date for Value received promised said George to pay him the sum of Washburn seventeen dollars and one half of a dollar on demand with Interest till Sept^r 1807/ 1796 paid yet the said Eliab the often thereto requested has never paid if paid but hitherto has and still does unjustly neglect and refuse to do it to the damage of the said George the sum of forty Dollars.

This Action entered at September term and continued from term to term to the present term. And now at this term the parties appear and the said Eliab comes and defends the force and injury whereof it says that he never promised in manner and form as the Plaintiff hath alleged and thereof puts himself on the Country for J^{ur} Groat.

and the Plff likewise for Hooker. Whereupon a Jury duly returned and impanelled at this Court being sworn to try the Issues and on their Oaths say that the said Eliab never promised in manner and form as the Plff in his declaration has alleged - Wherefore it is considered by this Court that the said Eliab recover against the said George his Costs taxed at Doll. 31-7. whereupon the said George appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognises with sufficient sureties to prosecute the same to effect.

Asaph Lyon of Pelham in the County of Hampshire Trader Plff^t. v. Jonathan Meachum of New Salem in said County Gent^l. Def^t. in a plea of this case for that the said Jonathan at said New Salem on the 07th day of March in the year of our Lord 1795 by his Note Sept^r. 1797. 1796. under his hand of that date for Value received promised the said Asaph to pay him or his order the sum of Thirteen pounds eight shillings and eight pence / equal to forty four dollars and seventy seven Cents / on demand with lawful interest for the same sum till paid - yet the said Jonathan the often requested hath never paid the same but neglects and refuses to do it to the damage of the said Asaph

One hundred Dollars. This Action was entered at September term 1796 & continued from term to term until the present term - and now at this term the Def^t appears and the Def^t the three times called makes default of his appearance in Court - wherefore it is considered by this Court that the said Plaintiff recover against the said Jonathan the sum of Doll. 49.69 and Costs of suit taxed at 13-86.

Ex^{ca} issued Jan^y. 21. 1797.

Maceasty v Trask
Sep^r. 202/1796

Nathaniel Maceasty of Petersham in the County of Worcester Trader Def^t v Adam Trask of New Salem in the County of Hampshire Labourer Def^t in a plea of the case for that the said Adam at said New Salem on the sixth day of May last past by his note under his hand of that date for value received promised the said Nathaniel to pay him or his order the sum of Forty Four dollars and fifty four Cents on demand with the lawful Interest for the same untill paid yet the said Adam the often requested hath never paid the same but neglects and refuses to do it to the damage of the said Nathaniel Forty Dollars. - This action was entered at September term 1796 and continued from term to term until the present term - and now at this term the said Nathaniel appears - and the said Adam the three times called makes default of his appearance in Court - wherefore it is considered by this Court that the said Nathaniel recover against the said Adam the sum of Doll. 44.54 and Costs of suit taxed at Doll^s 15.00 -

Ex^{ca} issued Jan^y. 21. 1797.

Butler v Whitman
Sept^r. 224/1796

Noroman Butler of the City & County and State of New York Merchant Plff v Seth Whitman late of Boston in the County of Suffolk. now resident in Westfield in the County of Hampshire Merchant in a plea of the case for that he renders to him his reasonable account during the time that he was Bailiff to the said Noroman at Boston to wit at Westfield aforesaid & where upon the said Noroman says that whereas the said Seth had been Bailiff to said Noroman at said Westfield from the 20th day of October in the year of our Lord 1794 untill the last day of December in the year of our Lord 1794 and during all that time had the care and management of thirty boxes of soap containing two thousand and forty three pounds of the Value of eighteen cents by the pound and one thousand two hundred and ninety nine pounds of mold candles in thirty boxes of the Value of twenty four cents by the pound of the Goods of the said Noroman to merchandise and make profit thereof for and to render a reasonable account to said Noroman on demand nevertheless the said Seth the often thereto requested hath not yet rendered any account thereof to the said Noroman but refuses to do it to the damage of the said Noroman fourteen hundred Dollars. -

This Action entered at September term 1796 and continued to the 2^d Term - at which term the parties appear and the Court are pleased to appoint Samuel Menahan, Robert Boice and Lewis Shephard Esq^{rs} Auditors to audit and determine the Accounts of the said Seth and report to this Court - after which the action was continued to the 3^d Term - and now at this term the parties appear, and the said Noroman with his discontinues his said Action - Wherefore it is considered by this Court that the said Seth recover against the said Noroman his Costs taxed at 14 Doll and 07 Cents.

Ex^{ca} issued April 29. 1797.

Porter v Barnard
Sept^r. 236/1796

Samuel Porter and Charles Phelps, Executors of the last Will & Testament of Eliza Porter late of Hadley in the County of Hampshire Esq^s Plaintiff v Samuel Barnard of Danfield in the County of Hampshire Gent^l Defendant, in a plea of the case for that that said Samuel Barnard on the twenty fourth day of August in the year of our Lord 1795 by his Note under his hand of that date for Value received promised the said

Elishe then alive to pay him or his order Twenty pounds one shilling and two pence
 /equal to sixty six Dollars and eighty six Cents/ on demand with lawful interest
 for the same till paid. Yet the said Samuel Barnard the often thereto requested
 hath never paid the same either to said Elishe in his life time or to his Executors
 since his decease but wholly refuses so to do - to the damage of the said Samuel
 Porter and Charles in said capacity Ninety Nine Dollars - and the said
 Samuel and Charles Executors as aforesaid say that the said Barnard has not in
 his own hands and possession goods and estate to the value of one hundred Dollars
 aforesaid which can be come at to be attached but has entrusted to and deposited
 in the hands and possession of Gad Smith of Whately in said County trades true
 lee of the said Barnard goods effects and credits to the said value &c -
 This action entered at September term 1796 at which term the Diffe
 appear and the said Gad Smith trustee as aforesaid, the three times
 called makes default of his appearance in Court - after which the action
 was continued to the next term and from thence to the present term
 and now at this term the Diffe appear and the said Samuel Barnard
 the three times called to come into Court makes default of his appearance
 wherefore it is considered by the Court that the Samuel and Charles
 Executors as aforesaid recover against the said Samuel Barnard
 the sum of Doll. 92.53 and Costs of Suit taxed at Doll. 11.32

Porter & Charles

Ex^o signed Jan^y 7th 1797.

Eliaser Webster of Leicester in the County of Addison and State of Vermont
 vs. Abraham Gilds of Southwick in the County of Hampshire
 vs. Woman alias Ex^o. In a plea of Indemnity on the case, for that the said Abraham
 at Westfield aforesaid on the twenty ninth day of February in the year of
 our Lord 1796 by his Note in writing under his hand of that date for value
 received promised the Diffe to pay him fifty pounds two shillings /equal
 in value to One hundred and sixty seven dollars within forty five days
 /meaning from the date/ with Interest Yet the said Abraham the often
 thereto requested hath never fulfilled his said promise by paying the
 contents of his said Note according to the tenor thereof but unjustly neglects &
 refuses so to do - and also for that the said Abraham at Westfield aforesaid
 on the twenty ninth day of February last past by his Note in writing
 under his hand of that date promised the Diffe another sum of fifty four
 pounds two shillings /equal in value to one hundred & eighty dollars &
 thirty three Cents within forty five days /meaning from the date/ Yet the
 said Abraham the often thereto requested hath never performed either
 of his said promises but unjustly neglects and refuses so to do - to the dam-
 age of the said Eliaser the sum of four hundred & fifty Dollars.
 This action entered September term 1796 and continued from term to term
 until the present term - and now at this term the said Eliaser appears
 and the said Abraham the three times called makes default of his
 appearance in Court. Wherefore it is considered by the Court that the
 said Eliaser recover against the said Abraham the sum of Doll. 365.
 13 and his Costs of Suit taxed at 23 Doll. 14 Cents.

Webster vs Gilds
Sept^r 7th 23^d / 1796

Ex^o signed Jan^y 23rd 1797.

Sally Douglass of Westfield in the County of Hampshire single Woman Diffe
 vs. Ebenezer Ripley of the same Westfield Saddle and Sally his wife Diffe
 in a plea of Indemnity on the case for that whereas the said Sally Douglass is a
 good, true, pious, chaste and honest subject of the Commonwealth aforesaid
 and as such good true pious chaste and honest subject from the time of her birth
 hath both behaved herself and continued & was esteemed accounted received
 known and respected to be of a good Name, reputation, condition, conversation

Sally Douglass
vs
Ripley & W^{fe}
Sept^r 24th 1796.

Douglass vs
Ripley & Na.

Conversation Life and Behaviour, among her relations, friends and Neighbours and other subjects of the Commonwealth aforesaid and from all manner of theft, whoredom, Adultery, fornication and incontinency or the least suspicion of every such fault or heinous crime during her whole life past lived exempt, innocent pure and wholly unimpeached and lived and continued a Virgin, all kind of modesty, purity, probity and honesty always desiring embracing and exercising by means where of the said Sally Douglass not only deservedly got and obtained the favour & good Will of her parents, friends and Neighbours but also of divers other creditable persons who greatly desired the Company of the said Sally Douglass on the account of the purity of her Life and Conversation. Nevertheless the said Sally Wife of the said Ebenezer well knowing the premises but maliciously envying the happy & blessed condition of the said Sally Douglass and contriving and intending to the said Sally Douglass and bring her into disgrace & into the final discredit and hatred of her relations friends and neighbours on the first day of July last past at Westfield aforesaid falsely and maliciously said, asserted, related, proclaimed and with a loud voice pronounced these false, feigned scandalous and opprobrious words following of the said Sally Douglass in the presence and hearing of several faithful and creditable subjects of the Commonwealth aforesaid to wit Sally Douglass meaning the Deft. has stolen silk from her meaning the dwelling house of the Deft. Neve meaning the said Sally Douglass as much as twenty dollars damage to them meaning the defendants. And whereas also the said Sally the Wife of the said Ebenezer afterwards to wit the day year and place above said out of her further envy and malice against her the said Sally Douglass in the presence and hearing of several other faithful and creditable subjects of the said Commonwealth falsely maliciously and with a loud voice pronounced these other false feigned scandalous and opprobrious words following of the said Sally Douglass, to wit, I meaning the said Sally wife of the said Ebenezer can prove by five evidences that Sally Douglass meaning the Deft. had stole at Frenchin Shop meaning the shop of her brother Francis Flowers in Westfield aforesaid trades. and that I meaning the said Sally Wife of the said Ebenezer have no doubt but Sam (meaning her brother Samuel Flowers Junr) had had to do with her meaning the said Sally Douglass, all over the Streets meaning that she the said Sally Douglass had committed the repeated crime of fornication with the said Samuel Flowers and that she the said Sally Douglass was a common prostitute - and whereas also the said Sally Wife of the said Ebenezer after words to wit the day year and place above said out of her further malice and envy against her the said Sally Douglass to fore had and conceived falsely and maliciously said and with a loud voice pronounced, these other false feigned scandalous and opprobrious words following of the said Sally Douglass in the presence and hearing of several other faithful and creditable subjects of the said Commonwealth to wit I meaning the said Sally Wife of the said Ebenezer, have been gone to Fidding Hills meaning a place called Fidding Hills in Westfield in said County / and while I was gone Sally Douglass (meaning the Deft.) was here meaning at the dwelling house of the Deft. / with Sam meaning her brother Samuel Flowers Junr / and I meaning the said Sally wife of the said Ebenezer was astonished to find my bed in such condition meaning the bed of the Deft. / there were a number of broken pins in it & broken buttons meaning that the said Sally Douglass had committed the crime of fornication. By reason of this speaking and publishing of which said false scandalous and opprobrious words following of the said Sally Douglass the said Sally Douglass has had the great infamy and scandal of the heinous and wicked crimes of theft, whoredom, fornication and incontinency among many very honorable & creditable

Persons with whom the said Sally Douglass was in great honour and whereby the said Sally Douglass is prejudiced to the damage of the said Sally Douglass the sum of four hundred dollars. This action entered at September term 1796 and continued from term to term untill the present term - and now at this term the parties appear and the said Ebenezer and Sally Kipley come and defend the force of the jury when he and say that the said Sally is not guilty in manner and form as the plaintiff both alleged and thereof put themselves on the Country for trying true and the Plaintiff likewise by George B. Kipley her atty. Whereupon a jury at this term duly returned and impaneled and sworn to try the issue on their oaths do say that the said Sally Kipley is guilty in manner and form as the D^t in her declaration has alleged and of the damage of twenty Dollars. Wherefore it is considered by this Court that the said Sally Douglass recover against the said Ebenezer Kipley and wife the sum of Twenty Dollars and Costs of Suit taxed at Doll. 90-25 - Whereupon the said Sally Douglass appeals from the Judgment of this Court to the next Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizeth with sufficient securities to prosecute the same to effect.

David Williams Jun^r of West Springfield in the County of Hampshire by common D^t vs Aaron Gillet of Westfield in the same County T^rader D^t in a plea of trespass on the case for that whereas the said David at West Springfield on the eleventh day of March in the year of our Lord 1795 was possessed of one and one half bushells of fine coal in a Coik to the value of eight dollars as of his own proper goods and Chattells and being so thereof possessed the said David the said goods viz the said Coik and the said 250 bushells of Coal out of his hands and possession casually lost which said goods afterwards to wit the aforesaid eleventh day of March 1795 at West Springfield aforesaid into the hands and possession of the said Aaron by finding came. Yet the said Aaron knowing the D^t and of him of right to belong and contriving and fraudulently intending the said David of the goods and Chattells of said Coik craftily and subtilly to deceive and defraud altho the said Aaron requested both not yet delivered the said Goods to the said David, but the goods aforesaid afterwards to wit the day and year above mentioned at West Springfield aforesaid to his own proper use converted and disposed of to the damage of the said David Williams Jun^r the sum of Fifty Dollars.

Williams v Gillet
Sept. 242 - 1796.

This action entered at September term 1796. and the said David appeared and the said Aaron the three times called makes default of his appearance in Court after which this action is continued for Judgment - and now at this term it is considered by the Court that the said David recover against the said Aaron the sum of Doll. 33 - and Costs of suit taxed at Doll.

Caleb Abbeord Gent^l and Elias Barnum both of Barnardston in the County of Hampshire by common D^t vs The Merchants of the same County by common D^t in a plea of trespass on the case for that the said Merchants at Northampton aforesaid on the first day of January last past being justly indebted to the said Thankful in the sum of two thousand five hundred Dollars for the like sum of money by the aforesaid Merchants for the said Thankful and to her use before that time had and received and being so thereof indebted the said Merchants afterwards the same day year and place in consideration that the said Thankful the said sum of two thousand and five hundred Dollars to the said Thankful which should be theirs afterwards requested would not faithfully pay and content - Yet the said Merchants though often requested both not paid the same sum to the said Thankful before the said Caleb and Elias were appointed her Guardian as aforesaid nor hath he paid the same to the said Caleb and Elias or either of them since their said appointment or any part thereof but unjustly neglect to do it to the damage of the said Caleb and Elias in their said

Abbeord & al.
vs Merchants -
Sept 240 / 1796

(Capacity the sum of two thousand five hundred Dollars. This action entered at September term 1796 and continued from term to term untill the present term, and now at this term the said Hershick comes and defends the forced Injury whereunto and for plea says he never promised the said Thankful in manner and form as the said Calh and Ellis have alledged against him and therewith puts himself on the Country. by George Bliff his atty. —

And the said Calh and Ellis likewise do the same. Left alone, That For whereupon a Jury at this Court duly returned and impanelled and sworn to try the issue do on their oath say that the plaintiff promised in manner and form as the Def^t have alledged and of the damages at Doll. 2341-97. Wherefore it is considered by this Court that the said Calh and Ellis in said capacity recover against the Hershick the sum of 2341 Doll & 97 Cts and costs of suit taxed at Doll 104-97. —

Whereupon the said Hershick appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next — and requires writs to sur to pro sec ut the same to effect.

Edw Claps of Westfield in the County of Hampshire Plff vs Thomas James Douglass of the same Westfield Def^t in a plea of Trespass on the Case for that whereas the said Edw is a good true & honest citizen of this Commonwealth and as such good true and honest citizen hath hitherto always continued and behaved himself and was accounted & reputed to be of a good name reputation and behaviour amongst his neighbours and other citizens of the said Commonwealth and from all manner of Robbery Theft and fraud or the least suspicion of any such crime during his whole life lived exempt innocent and wholly unsuspected and now and for divers years past hath and still doth exercise the business and occupation of a School-keeper and for all the said time hath demeaned and behaved himself with honesty and fidelity in his said business and by that means hath acquired & enjoyed the good opinion and confidence of his guests and other citizens of the Commonwealth and hath likewise daily honestly gained and obtained a maintenance for himself and his family — Nevertheless the said Thomas James Douglass not ignorant of the premises but maliciously and wickedly intending the Name Fame and reputation of the said Edw to be lessened and blacked & to cause him the said Edw to be prosecuted and tried for robbery and Theft and to bring him the said Edw the greatest and contempt of the Citizens of the Commonwealth and to draw him into scandal and infamy so that the Citizens of the Commonwealth should desist from resorting to his house for entertainment or any way dealing or conversing with the said Edw on the fourteenth day of March last past at Westfield in the said County of Hampshire there false forged scandalous and opprobrious words following of the same Edw in the presence of divers Citizens of the Commonwealth falsly & maliciously spoke uttered uttered, published and with a loud voice pronounced, viz^t "Capt Claps / meaning the said Edw / robbed me / meaning the said Thomas James / and stole six guineas out of my / meaning the said Thomas James / Pocket and the said Thomas James Douglass after wards to wit on the twenty fourth day of the same March at Westfield forced out of his further malice and envy against him the said Edw before had and conceived these other false forged scandalous and opprobrious Words following of the same Edw in the presence and hearing of divers Citizens of the Commonwealth falsly and maliciously spoke uttered uttered and published and with a loud voice proclaimed to wit the meaning the said Edw / put me / meaning the said Thomas James / to bed and while I / meaning against the said Thomas James / was asleep He commanding the said Edw / robbed me / meaning against the said Thomas

James) and stole six Guineas and a number of Dollars out of my (meaning the said Thomas James) Pocket. I (meaning again the said Thomas James) would not settle with him meaning the said Vera for all he (meaning again the said Vera) is worth. and the said Thomas James Douglass afterwards to wit on the fifth day of April last went at Westfield aforesaid out of his further malice and envy against him the said Vera. there other false figured scandalous and opprobrious words following of the said Vera in the presence and hearing of divers other Citizens of the Commonwealth falsely and maliciously spoke related uttered and published with a loud voice pronounced to wit Capit. Clapp meaning the said Vera robbed one meaning the said Thomas James He again meaning the said Vera stole six Guineas out of my meaning the said Thomas James Docket I meaning again the said Thomas James will prosecute him meaning the said Vera to the extent of the Law and will not settle with him meaning the said Vera for all he meaning the said Vera is worth.

Clapp v. Douglass

by reason of the speaking and publishing of which said false figured scandalous & opprobrious words the said Vera is much hurt and prejudiced in his good Name reputation and credit and is greatly hurt and injured in his business aforesaid all which is to the damage of the said Vera Doll^{rs} 2000. This Action entered September term 1796 and continued to Nov^r term of the same year at which term the Parties appear. and on motion the Def^t has Liberty from this Court to plead double after which the action is continued to the present term. and now the said Thomas James by George Bliff his Attorney comes and defends the force and Injury whereof and for plea says he is not guilty in manner and form as the said Vera in his declaration hath alleged against him and thereof puts himself on the Country by Geo: Bliff his Att^y. and the said Vera likewise - per Strong Juror

and for further plea in this behalf the said Thomas James by leave of the Court here for this purpose first read and obtained. Oath that the said Vera ought not to have and maintain his aforesaid action thereof against him the said Thomas James. because he says that the said Vera before the speaking relating or publishing of the several words above supposed to have been spoken related uttered and published by the said Thomas James of & in the year of our Lord 1795 at Westfield aforesaid at the dwelling house of him the said Vera situate in said Westfield the said Vera did feloniously steal take and carry away six Guineas and divers to wit six dollars of the proper goods of the said Thomas James then there being for which reason the said Thomas James afterwards to wit at the said several times in the said declaration mentioned did speak relate utter publish & pronounce of and concerning the said Vera the several words in the said declaration mentioned as it was lawful for him the said Thomas James to do on the occasion aforesaid and thus he is ready to verify wherefore he prays Judgment if the said Vera ought to have or maintain his aforesaid action thereof against him the said Thomas James and Judgment for his Costs

by Geo: Bliff his Att^y.

And the said Vera says that he by any thing above alleged ought not to be precluded from having his action aforesaid because he says that the said Thomas James Douglass on the several days and times in the declaration aforesaid above specified of his own wrong and without such cause by him above in pleading alleged at Westfield aforesaid falsely and maliciously spoke and published of and concerning the said Vera the aforesaid false and scandalous words in the said declaration above mentioned in manner and form as the said Vera above against him complains and thus he prays may be required of by the Country per Strong Juror and the said Thomas James likewise. by Geo: Bliff.

Whereupon a Jury duly returned and impanelled at this term & sworn to by the issue do on their oaths say that the Def^t is guilty in manner and form as the Plaintiff in his declaration has alleged they also find

that the Defendant of his own wrong and without such cause by him in pleading
alleged spoke and published the said words in onanous and from as alleged
in the Declaration and a just damages for the plaintiff at Seventy five Dollars
Wherefore it is considered by the Court that the said Verdict recover against the
said Thomas James the sum of seventy five Dollars and costs of suit taxed
at Doll. 6 Cts. 5. - Whereupon the said Thomas James appeals
from the Judgment of this Court to the Supreme Judicial Court next to
be ^{holding} at Northampton in and for the County of Hampshire on the last Tuesday
of April next and recognizes with Justice for prosecuting the same to effect

William Edwards of Northampton in the County of Hampshire

Yeoman Plaintiff v. George Somers of Boston in the County of Suffolk

Edwards v. Somers Defendant, is a plea of trespass on the case for that whereas

Sep 252/1796 on the twelfth day of September last past at Hartford to wit at Northamp-

ton aforesaid a certain agreement was made in writing between one

Simon Abbey by the name of Simon Abbey of Ipsfield in the County

of Hartford of the one part, and the said George Somers ^{by the name of George Somers} of Hartford

of the other part, by which said agreement sealed with the seal of the said

George in Court to be produced the date whereof is the same day and year

it was witnessed that whereas the said Somers had contracted with the said

to sell to him to the said Abbey one six thousand twelve hundred thir-

sand the parts in the Connecticut reserved Land so called lying West of the

state of ~~Connecticut~~ Pennsylvania as holden by the Company who had

lately purchased the same of the state of Connecticut and whereas the

said Abbey had executed to the said Somers three several notes of

Hand all dated on the twelfth day of September Anno domini one thousand

seven hundred and ninety five one for the sum of one thousand dollars -

payable in twelve months from the first day of September one thousand

seven hundred and ninety five - one for the sum of four thousand

Dollars payable in twenty four months from the same first day of Sept-

ember, and one for the sum of three thousand Dollars payable in thirty

six months from the same first day of September with Interest after the

first day of September one thousand seven hundred and ninety seven which

said notes amounting to the principal sum of eight thousand Dollars law-

ful money was the sum to be paid to said Somers for said six thousand

and twelve hundred thousand the parts of said Land agreeable to the tenor of said

Notes therefore for the faithful fullfillment and performance of said

Contract it was covenanted and agreed by and between the parties that the

said George Somers, for and in consideration of the punctual payment

of said Notes executed as aforesaid by the said Simon Abbey did cove-

enant and agree to and with the said Simon Abbey, that on good and

sufficient security for the fullfillment and payment of said last mentioned

note being offered to said Somers by the said Abbey and on payment of said

two first mentioned notes the said Somers should and would procure for

the said Abbey the evidence of the title in his the said Abbeys Name to the

said six thousand twelve hundred thousand the part of said Land agreeable

and according to the form provided by the Compacts of the proprietors of the

Western reserved Lands so that the said Abbey should be secured by the

said Somers in the title to the premises according to the forms and in the

same manner that the other proprietors of said Lands were secured in their

titles by the first day of September Anno domini one thousand seven hun-

saith that the said Abbey then on the same twelfth day of September made and delivered to the said Pomeroy three several promissory notes of hand as expressed in the said agreement by one of which Notes the said Abbey promised the said Pomeroy to pay him or order twelve months from the first day of September one thousand seven hundred and ninety five one thousand Dollars by one other of the said Notes the said Abbey promised the said Pomeroy to pay him or order twenty four months from the same first day of September four thousand Dollars and by the other of the said Notes the said Abbey promised the said Pomeroy to pay him or order thirty six months from the same first day of September three thousand Dollars and there afterwards on the same day the Pomeroy by his indorsement in writing on the said note for the payment of one thousand Dollars ordered the contents of the same note to be paid to one William Williams for Value recd and there afterwards on the same day the said Pomeroy by his several indorsements in writing on the other two Notes above described ordered the contents of each of the same two Notes to be paid to one John Bishop for Value recd and afterwards to wit on the twenty third day of October last past at Northampton aforesaid to the said Abbey in consideration of a large sum of money paid to him by the said William made over and delivered to the said William the agreement aforesaid as aforesaid said sealed and delivered by the said Pomeroy and then & there authorized the said Williams to receive of said Pomeroy and requested the said Pomeroy to deliver to the said Williams the evidence of the title in his the said Williams Name and for his use and benefit to the said six thousand twelve hundred and thousand the parts of said Connecticut reserved Land in the said agreement mentioned of all which the said Pomeroy then instantly had Notice and in consideration thereof and also in consideration that the said Williams would procure and deliver him the said Pomeroy the said three Notes of hand which he the said Pomeroy had indorsed as aforesaid the said Pomeroy there afterwards on the first day of February last past assumed on himself and promised the said Williams that in the said Pomeroy when the same three Notes should be brought and delivered to him would deliver to the said Williams the evidence of the title to the said six thousand twelve hundred thousand the parts of the said Land as aforesaid - and the said Williams in fact saith that he giving credit to the promises of the said George Pomeroy made as aforesaid there afterwards on the fifteenth day of July last past did obtain & procure the same three notes of hand from the Persons to whom the same had been indorsed and transferred by the said George as aforesaid and afterwards to wit on the fourth day of August current at Boston he did deliver to the said George the same three notes of hand and there with the agreement and then and there requested the said George to deliver him the said Williams the evidence of the title to the said six thousand twelve hundred thousand the parts of the Land as aforesaid - yet the said George not regarding his said Promise but contriving to injure and defraud the said Williams then and there neglect and refuse to deliver to him the said Williams the evidence of the title to the said six thousand twelve hundred thousand the parts of said Land as aforesaid or of any part thereof or any way to content him therefor nor hath the said George the often times since requested ever delivered the said Williams the evidence of the title to the said Land or any part thereof or any way contented him therefor but hath wholly neglected and still unjustly neglected and refuses to do it to the damage of the said Williams Twenty thousand Dollars. —

Edwards vs Pomeroy

This action entered Sept^r term 1796 and continued from term to term to the present term - and now at this term the parties appear. And the said George by Simon Strong his Attorney comes and defends the force and Injury where & for plea says he never prom
ised.

promised in manner and form as the said Williams in his declaration hath alleged and thereof puts himself on the Country. S. Strong.

And the said Williams likewise pr^o Strong, Jur^t.
Whereupon a Jury at this term duly returned and impanelled and sworn to try the issue do on their oaths say that the Def^t. promised in manner and form as the Plff^t in his declaration has alleged and also damages at fifteen thousand Dollars - wherefore it is considered by this Court that the said Williams recover against the said George the sum of 15000 Dollars and Costs of suit taxed at -

Whereupon the said George appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next and recognoes with sufficient Sureties to prosecute the same to effect. -

Russell & al
vs
Fitch
Sept. 256/1796

Executives Russell Jur^t. and Moses Parsons Jur^t. both of Northampton in the County of Hampshire General Plff^t. & Ephraim Fitch of Wotton in the same County Husbandman Def^t. in a plea of the Case &c - This Action Sept^r term 1796 and continued from term to term to the present Term and now at this term neither party appearing the action is dismissed.

Tho^s Wheelock
vs
Cole & others
Sep^r 287/1796

To the Honble the Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the first Monday in September 1796. Thomas Wheelock of Belchertown in said County Yeoman complains of the four following persons, viz John Cole, John Cole Jun^r, Edmund Allen Gent^l and Daniel Shaw Yeoman all of s^d Belchertown are the equal proprietors of four fifth parts of a certain Saw mill standing in the southerly part of said Belchertown - and that Caleb Sherman and Asa Stacy of said Belchertown are the equal Proprietors of the other fifth part of said Saw mill - and that s^d Wheelock saith that the said proprietors, very nearly all the time since the first day of November in the year of our Lord 1794, have raised & continued a Head of Water for the purpose of improving the said Saw Mill by reason whereof the Water has flowed over and for the greater part of the time covered about fourteen acres of mowing ground being the proper real estate of your Compt^t. - And for the two Winter seasons last past, the Ice in the said mowing ground being ^{frequently} frozen to the ground and raised therefrom by the rising of the water has broken and greatly injured & Soil of the said mowing ground all which has prevented the growth of such valuable crops of Grass as heretofore usually grows on said ground and also greatly injured your complainant's fences whereby the same ground has become of very little value to your complainant, and the said proprietors the often requested redress and refuse to pay reasonable damages to your complainant - Wherefore your Compt^t. prays that this Hon^{ble} Court will issue a Warrant directed to a proper officer and direct such proceedings to be had for your Compt^t. relief in the premises as are pointed out by the statute of this Commonwealth in that behalf made & provided. Thomas Wheelock -

This Petition entered Sept^r term 1797, and said Complaint being read it is thereupon considered that the prayer thereof be granted and that a Warrant issue directed to the Sheriff requiring him to empanel a Jury according to the Law in such cases made and provided - &c &c - after which the said Complaint was continued -

continued to the next term and thence to the present term - and now at this present term the Jury duly impanelled and sworn for the purpose aforesaid returned their Verdict into this Court in the Words following, viz: "The Jury upon their Oaths do find and say the said Thomas Wheelock has sustained no damage and has no cause of action" which Verdict being considered by the Court the same is accepted.

Cyrus Lyon of Goshen in the County of Hampshire Yeoman Plaintiff vs. William Lyon of Woodstock in the County of Windham and State of Connecticut Gent. Defendant in a plea of trespass on the case for that the said William at said Goshen on the twentieth day of October in the year of our Lord 1794 by a certain or memorandum in writing under his hand of that date acknowledged that he had received a horse of the Plaintiff at twelve pounds meaning of the value of twelve pounds / equal to forty Dollars which the said William then and there by said writing promised to account with the plaintiff for / promising to pay the plaintiff the value of said horse together with Interest from the date of said writing till paid / yet the said William the often requested hath never accounted with the Plaintiff for said Horse nor in any way paid and satisfied him the Plaintiff for the same but unjustly neglects to do it to his damage sixty six Dollars - This action entered Sept. term 1796 and continued from term to term unto the present term - and now at this term the Plaintiff appears and the Defendant the three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said Cyrus recover against the said William the sum of Doll. 60. 00 and Costs of Suit taxed at Doll. 16. 11. - Ex^{ra} paid Jan^y 22. 1797.

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Lyon vs Lyon
Sept^r 29th 1796

Demas Colton and Nash Loomis both of Long Meadow in the County of Hampshire Joint Plaintiffs vs. Eli Bliss of Westfield in said County Yeoman Defendant in a plea of the case for that the said Eli at Long Meadow aforesaid on the 27th day of April last past by his promissory Note in writing under his hand of that date for Value recd. promised the Plaintiffs to pay and deliver them or order in sixty days after the date of said Note fourteen dollars and seven cents worth of good merchandise minus hat cases at four shillings apiece to sixty seven cents the case with lawful interest from the date thereof till paid And the Plaintiffs aver that they were ready at Long Meadow aforesaid during the whole of the time to receive the contents of said Note according to the tenor thereof in that regard, yet the often requested the said Eli hath never paid or delivered the same or in any way performed his promise but unjustly neglects it to their damage 20 Dollars. This action entered at Nov. term 1796 and continued to this term - and now at this term the Plaintiffs appear and the Defendant the three times called makes default of his appearance in Court wherefore it is considered by this Court that the Plaintiffs recover against the said Eli the sum of Doll 24. 00 and Costs of Suit taxed at Doll. 10. 00.

Colton & al.
vs
Eli Bliss.
Nov. 27 1796

Samuel Southwick of Montague in the County of Hampshire Yeoman Plaintiff vs. Joshua Warner of Williamsburg in said County Gent. Defendant in a plea of the case for that said Samuel at said Williamsburg on the last day of October last past had there before that time done and performed for the said Joshua at his special instance and request divers Labours and Services by the said Joshua then and there in consideration thereof under look and faithfully promised the said Samuel to pay him so much money as he reasonably deserved to have for the same Labours and Services and the said Samuel says that for the same Labours and Services he reasonably ought to have the sum of thirty seven dollars and nine cents to wit at the time of doing and performing the same: yet the said Joshua the often requested hath never performed his promise aforesaid but neglects it to the damage of the said Samuel fifty Dollars. This action entered at Nov. term 1796 and continued to this term - and now at this term the parties appear

Southwick
vs
Warner -
Nov. 27 1796

and the said Joshua by J. Hinckley Esq his Attorney comes and defends the force and Injury which he and for pleads says he never promised in manner and form as the Plff in his declaration hath alledged against him and thus puts himself on the Country for Hinckley. and the said Samuel reserving Liberty to waive this replication at the Supreme Court and pleads and says the plea of the said Joshua is an insufficient answer to said declaration - & that there shall be no review on his part. go Wright Strong.

And said Joshua consenting to said reservation and promises says the plea aforesaid is a sufficient answer - go for Hinckley.

All which being by this Court understood it appears to the Court that the plea of the said Joshua is a sufficient answer to the Plff's declaration - wherefore it is considered by this Court that the said Joshua recover against the said Samuel his Costs taxed at Dollars 55 ng. Whereupon the said Samuel appeals from the Judgement of this Court to the Supreme Judic at Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognises with sufficient sureties to prosecute the same to effect.

Ebenezer Bradford of the state of New York Plff. v. Ezra Belding of Montague in the County of Hampshire Def. in a plea of the Case for that the said Ezra at Deerfield in said County on the 23^d day of April in the year of our Lord 1792 by his note under his hand of that date for Value recd. promised the said Ebenezer to pay him or his order the Value of five pounds & eleven shillings (equal to eighteen Dollars) in good merchantable New England rum said rum to be delivered at Rockyhill in the state of Connecticut at wholesale price on or before the tenth day of May then next - And said Ebenezer says he was always ready there to receive the same - yet the said Ezra the often requested hath never paid the same or any part thereof but neglects it, to the damage of the said Ebenezer the sum of Thirty Dollars.

This Action entered Nov^r term 1796. and continued to the present term - and now at this term the Plff appears and discontinues his Suit - & the Def. appears and prays allowance of his Cost - wherefore it is considered by the Court that the said Ezra recover against the said Ebenezer his Costs taxed at Doll. 10.43 - Ex^{ra} spend Jan^y 22. 1797.

Samuel Wells of Deerfield in the County of Hampshire Plff. v. Elisha Ashley of the same Deerfield Def. in a plea of the Case for that said Elisha at said Deerfield on the 18th day of August in the year of our Lord 1796 by his note under his hand of that date for Value received promised the said Samuel to pay him the sum of £17 n 5 3 equal to fifty seven dollars and fifty five cents on demand with the lawful Interest for the same until paid - yet said Elisha the often requested hath never paid the same or any part thereof but neglects it to the Damage of the said Samuel Seventy Two Dollars.

This Action entered at Nov^r term and continued to this term - and now at this term the Plff appears and the Def. though three times called to come into Court makes default of his appearance, wherefore it is considered by the Court that the said Samuel recover of the said Elisha the sum of Doll. 62.20 and his Costs of suit taxed at Doll. 9.60 - Whereupon the said Elisha appeals from the Judgement of this Court to the Supreme Judicial Court next to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next & recognises with sufficient sureties to prosecute the same to effect. -

Thomas Wells of Lyndon in the County of Hampshire App^t. v. Daniel Lyons of Shutesbury in the same County German in an action or plea of the Case wherein the said Daniel Lyons was Plff and the Thomas Wells Def.

Bradford
or
Belding
Nov. 9/ 1796.

Wells v Ashley
Nov. 10/ 1796

Wells v Lyons
Nov. 14/ 1796

for that the said Thomas at said Shutebury on the day of the date of this writ was justly indebted to the said Daniel in the sum of two dollars and thirty five Cents for the articles contained in the Schedule hereunto annexed and then and there in consideration thereof promised the said Daniel to pay him the same on demand. Yet the said Thomas though often requested hath never paid the same but neglect and refuses to do it, to his Damage seven Dollars. This action entered November term 1796 and continued to this term - and now at this term the appellant appears and the appellee being three times called makes default of his appearance in Court - wherefore it is considered by this Court that the appellant recover against the appellee his costs taxed at Doll. 14 52. —
Ex. J. Bond Sanf. 21. 1797.

Samuel Lucas of Greenfield in the County of Hampshire German App^t. v. Joseph Severance of the same Greenfield German App^{ee} in an action or plea of the Case wherein the said Joseph Severance was Plaintiff and the said Samuel Lucas Def^t. for that whereas the said Joseph at said Greenfield on the eighteenth day of October current was possessed of 1476 feet of boards worth thirteen Dollars and thirty three Cents of his own proper boards he the said Joseph on the same day and year the same 1476 feet of boards out of his hands and possession carnally lost which same boards afterwards to wit on the same day and year at Greenfield aforesaid into the hands and possession of the said Samuel by finding same - Nevertheless the said Samuel knowing the same boards to be the proper boards of the said Joseph and to him of right to belong hath never delivered the same boards to the said Joseph although thereto requested but there afterwards to wit on the same day and year the said Samuel viz. same boards to his own use and benefit did convert and dispose to the damage of the said Joseph 13 Doll. & 33 Cents.

Lucas app^t
Severance app^{ee}
Nov. (15) 1796.

This action entered at Sept. November term 1796 and continued to this term and now at this term, by leave of the Court the said Lucas defends &c. and for plea saith he is not guilty in manner and form as the Plaintiff has alleged against him and of this he puts himself upon the Country for trial. —
and the said Samuel likewise does the same ^{at New York his att.} ^{at New York his att.} Whereupon a Jury duly returned and impanelled at this term, and being sworn to try the issue do on their oath say that the said Samuel is guilty in manner and form as set forth in the Declaration aforesaid and awards damages at Eleven Dollars — Wherefore it is considered by the Court that the said Joseph recover against the said Samuel the sum of Eleven dollars and costs of suit taxed at 77 Doll. 99 Cents. —
Ex. J. Bond Sanf. 22. 1797.

Daniel Corse of Duxbury in the County of Middlesex and state of Vermont German Plff. v. Daniel Baker and Moses Ballard both of Gill in the County of Hampshire German in a plea of the case for that whereas the said Daniel and Moses at Northampton aforesaid on the sixth day of June last past by their vote under their hands of that date for value received promised the Plff to pay him or order the sum of sixty Dollars by the first day of September next with Interest, yet they have never paid the same, the requested but neglect it to be the damage of the said Corse 100 Dollars. — This action at November term 1796 and continued to this term and now at this term the Plff appears and the Def^t the three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said Daniel recover against the said Baker and Ballard the sum of Doll. 62. 29 and his costs of suit taxed at Doll. 12. 76. —
Whereupon the said Baker and Ballard appeal from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton in the County of Hampshire on the last Tuesday of April next - and recognises with sufficient sureties to prosecute the same to effect. —

Corse Baker &c.
Nov. (10) 1796.

Davis v Allen
Nov. 20/ 1796.

Benjamin Davis of Deerfield in the County of Hampshire Yeoman Plff^r vs
Sylvanus Allen of Shelburne in the same County Yeoman Def^t in a plea of the
Case &c. - This action entered November Term 1796 and continued to this term
and now at this term neither of the parties appearing the action is dismissed.

Skinner v. Gillet
Nov. 22/ 1796.

William Skinner of Middlefield in the County of Hampshire Yeoman Plff^r vs Aaron
Gillet late of Westfield in the same County Yeoman in a plea of trespass on the case
for that the said Aaron at said Middlefield on the first day of October in the year of
our Lord 1792 by his Note in writing under his hand of that date for value received pro-
mised the plaintiff to pay him the sum of £ 4⁰ 0 Long equal to 24 Dollars within three
months from the date promising to pay interest after due / Yet the said Aaron the often re-
quested hath never paid the contents of said Note but neglects it -
to the damage of the said William fifty Dollars.

This action entered at November term 1796 and continued to this term, and
now at this term the Plff appears and the Def^t though three times called makes
default of his appearance in Court - wherefore it is considered by the Court that
the said William recover against said Aaron the sum of Doll. 19. 75 - and
Costs of suit taxed at Doll 10. 20.

Ex^{ce} signed Jan^y 22 1797. -

Marble v Gillet
Nov. 26/ 1796

Jonathan Marble of Norwich in our County of Hampshire Yeoman v Aaron
Gillet late of Westfield in the same County Yeoman in a plea of the case for
that the said Aaron at said Norwich on the 20th day of June in the year of our
Lord 1794 by his note in writing under his hand of that date for value received
promised the Plff to pay him or order the sum of £ 10 0 0 Long promising
lawful money equal in value to thirty five dollars within four months from
the date / meaning to pay interest after due / Yet the said Aaron the often re-
quested hath never paid the contents of said Note but unjustly neglects it - to the
damage of the said Jonathan thirty Dollars.

This action entered at Nov^r term 1796 and continued to this term & now
at this term the said Jonathan appears and the said Aaron tho' three times
called makes default of his appearance in Court - wherefore it is considered
by the Court that the said Jonathan recover against the said Aaron the sum
of Doll. 39. 75 - and Costs of suit taxed at. 8. 00.

Ex^{ce} signed Jan^y 22 1797.

Sackett v Gillet
Nov. 27/ 1796

David Sackett of Blanford in the County of Hampshire Gent^l Plff^r v Aaron
Gillet late of Westfield in the same County Yeoman Def^t in a plea of trespass
on the case for that the said Aaron at said Westfield on the 28th day of October
in the year of our Lord 1794 by his Note in writing under his hand of that date
for value received promised the Plff to pay him £ 24 0 0 Long / meaning law-
ful money equal to eighty two dollars on demand with interest after three
months - Yet the said Aaron the often requested hath never paid the
contents of said Note but unjustly neglects it - to the damage of the said
David seventy Dollars.

This action entered at Nov^r term 1796 and continued to this term - and now
at this term the Plff appears and the Def^t though three times called makes de-
fault of his appearance in Court - wherefore it is considered by this Court that the
said David recover against the said Aaron the sum of Doll. 87. 18 and Costs
of suit taxed at Doll. 9. 04. -

Ex^{ce} signed Jan^y 22. 1797

Parks v Gillet
Nov. 28/ 1796

Warham Parks of Westfield in the County of Hampshire Esq. Plff^r v Aaron
Gillet late of the same Westfield Def^t in a plea of trespass on the case for that
the said Aaron at said Westfield on the 9th day of October in the year of our Lord
1793 by his note in writing under his hand of that date for value received promised
the Plff to pay him the sum of £ 19 0 0 Long meaning lawful money equal
in value to sixty three dollars forty cents and three mills on demand with interest
till paid - Yet the said Aaron the often requested hath never paid the contents
of said Note but unjustly neglects it - to the damage of the said Warham the sum
of One hundred Dollars -

This action entered November term 1796 and continued to this term - and now at this term the Dff appears and the Def! though three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said Aaron recover against the said Aaron the sum of Doll. 17-00 and Costs of suit taxed at Doll. 9-54.

Ex^{ra} Respond Jan^y 22. 1797.

Lewis Taylor of Middlefield in the County of Hampshire German Dff^r Aaron Gillet late of Westfield in said County German Dff^r in a plea of trespass on the case for that the said Aaron at said Middlefield on the 13th day of September in the year of our Lord 1793 by his Note in writing under his hand of that date for Value rec^d promised the Dff to pay him the sum of two pounds Ten pence meaning lawful money / equal in value to thirty three dollars and thirty three Cents and three mills within sixteen months from the date Interest till paid, yet the said Aaron the often requested hath never paid the contents of said Note but unjustly neglects to the Damage of the said Lewis sixty Dollars.

Taylor v. Gillet
Nov. (29) 1796

And This action entered Nov^r term 1796 and continued to this term - and now at this term the Dff appears and the Def! the three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said Lewis recover against the said Aaron the sum of 40 Doll^r and Costs of suit taxed at Doll^r 40-20-

Ex^{ra} Respond Jan^y 22. 1797.

Samuel Dean of Westfield in the County of Hampshire German Dff^r Aaron Gillet late of the same Westfield German Dff^r in a plea of trespass on the case for that the said Aaron at Westfield on the first day of January in the year of our Lord 1796 by his certain duobill, note or memorandum in writing under his hand of that date acknowledged to be due to the Dff or order six pounds nineteen shillings equal in value to twenty one dollars and fifty Cents towards saving / meaning on demand and on Interest promising for Value received - yet the said Aaron the often requested hath never paid the contents of said duobill note or memorandum but unjustly neglects it - to the damage of the said Samuel forty Dollars.

Dean v. Gillet
Nov. (30) 1796.

This action entered at November term 1796 and continued to this term - and now at this term the Dff appears and the Def! though three times probably called makes default of his appearance in Court - wherefore it is considered by the Court that the said Samuel recover against the said Aaron the sum of Dollars 22- and Costs of suit taxed at Doll. 9-54.

Ex^{ra} Respond Jan^y 22. 1797.

Thomas Blossom of Middlefield in the County of Hampshire German Dff^r Aaron Gillet of Westfield in the same County German Dff^r in a plea of trespass on the case for that the said Aaron at Middlefield on the seventh day of January in the year of our Lord 1793 by his note in writing under his hand of that date for Value rec^d promised the Dff to pay him Ten pounds nine shillings equal in value to thirty four Dollars and eighty three Cents in great Cattle at each price in the month of October then next with Interest / meaning lawful Interest / to be delivered at Russell Gillets store in Middlefield - and the Dff avers that he hath ever been ready to receive the said Cattle according to the tenor of said Note - yet the said Aaron the often requested hath never paid the contents of said Note but unjustly neglects it. - - to the damage of the said Thomas Seventy Dollars.

Blossom v. Gillet
Nov. (31) 1796

This action entered November term 1796 and continued to this term - and now at this term the said Thomas appears and the said Aaron though three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said Thomas Blossom recover against the said Aaron Gillet the sum of forty four Dollars and thirty three Cents and Costs of suit taxed at Ten Dollars.

Ex^{ra} Respond Jan^y 22. 1797.

Butterfield
vs
Wells.
Nov. 30 1796.

Abel Butterfield of Leaverst in the County of Hampshire Dff. vs John Wells of Deerfield in the same County Greenfield in a plea of the case for that whereas the said John at Greenfield aforesaid on the 23^d day of October in the year of our Lord 1795 by his Note under his hand of that date for Value received promised the Dff to pay him or order the sum of six pounds eleven shillings equal to twenty one Dollars and eighty three Cents on demand with Interest. Yet he hath never paid the same but neglects it to the damage of the said Abel 40 Dollars. — This Action entered November Term 1796 and continued to this term and now at this term the Dff appears and the Dft. the three times called makes default of his appearance in Court wherefore it is considered by the Court that the said Abel recover against the said John the sum of Doll. 22-39 and Costs of suit taxed at Doll. 11-45.

Exigued Feb 7. 1797. —

Granger & Hunt
vs
Belding.
Nov. 30 1796.

Epiphaz R Granger and Benjamin Hunt of South of Suffield in the County of Hartford and State of Connecticut Greenfield vs Augustus Belding of Guilford in the State of Vermont Greenfield alias Gent in a plea of the case for that whereas the said Augustus at Marlborough to wit at Greenfield aforesaid on the fourth day of September in the year of our Lord 1794 by his Note under his Hand of that date for Value received promised the Plaintiffs to pay them the sum of seventeen pounds ten shillings and seven pence equal in value to fifty eight Dollars and forty three Cents in one year from the date with Interest. Yet he hath never paid the same the suggested but neglects it to the damage of the said Granger and Hunt the sum of sixty six Dollars and fifty Cents.

This Action entered at November term 1796 and continued to this term. — And now at this term the Plaintiff appears and the Defendant though three times called makes default of his appearance in Court — wherefore it is considered by the Court that the said Granger and Hunt recover against the said Augustus the sum of Doll. 66-75 and Costs of suit taxed at Doll. 14-14.

Exigued Feb 7. 1797.

Standish vs Hall
Nov. 30 1796.

Daniel Standish of Charlestown in the County of Hampshire Dff. vs John Hall of the same Charlestown Physician in a plea of the case for that whereas the said John at said Northampton on the twenty sixth day of March last past by his Note under his hand of that date for Value received promised the said Daniel to pay him or order the sum of Twelve pounds equal in Value to forty Dollars on demand with Interest. Yet he has never paid the same the often suggested but neglects it to the damage of the said Daniel Eighty Dollars — This Action entered at November term 1796 and continued to this term — and now at this term the Dff appears, and the said John the three times called makes default of his appearance in Court — Wherefore it is considered by the Court that the said Daniel recover against the said John the sum of Doll 29-31 and Costs of suit taxed at Doll. 16-32.

Exigued Feb 7. 1797. —

Goodenough
vs
Whitney & al.
Nov. 44. 1796

David Goodenough of Leyden in the County of Hampshire Gent. vs Job Whitney of Deerfield in the same County Gentle and James Bond of Guilford in the County of Windham and State of Vermont Trader in a plea of the case for that whereas the said Job and James at Guilford to wit at Northampton aforesaid on the twenty sixth day of June in the year of our Lord 1793 by their notes under their hands of that date for Value received promised the said David to pay him or order twenty four pounds thirteen shillings lawful money equal to two hundred and forty nine dollars and thirty three cents by the first mowing the first day of October then next and with Interest Yet they have never paid the same the often suggested but neglect it — To the damage of David six hundred Dollars.

This Action entered at November term 1796 and continued to this term and now the Dff appears and the Defendants the three times called make default of their appearance in Court — wherefore it is considered ^{by the Court} that the said David recover against the said Job and James the sum of two hundred and seven dollars and ninety four Cents and Costs of suit taxed at Doll 13-72. Whereupon the said Job and James appeal from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognize with sureties to prosecute the same to effect.

Benjamin Woods of Orange in the County of Hampshire Yeoman Plaintiff.
v. Lemuel Whitney of the same Orange Yeoman Def^t. in a plea of the Case &c. Woods or Whitney.
This Action entered November term 1796 and continued to this present term - and Nov. (29) 1796 -
now at this term neither of the parties appearing the action is discontinued

Nathaniel Eaton Yeoman and Calvin Eaton Yeoman both of Greenwich in the County
of Hampshire Plaintiffs v. Daniel Smith Gent^l and Rebecca Rice Widow both of Belcher
town in the same County Adm^{rs} on the estate of Darius Rice late of the same Belcher
town deceased Def^t. in a plea of the Case for that the said Darius in his life time at
Greenwich aforesaid & on the twenty first day of March in the year of our Lord
1793 by his Note under his hand of that date for value received promised the said
and Calvin to pay them the sum of twenty pounds in lawful money legal to sixty
six Dollars and sixty six Cents on or before the fifth day of June then next following
with lawful interest for the same till paid - Yet the said Darius the often in his
life time requested never paid the same nor have the said Daniel & Rebecca
since the said Darius deceased though often requested ever paid the same but
neglect and refuse to do it - to the damage of the said Nathaniel and Calvin the
sum of One Hundred Dollars - This Action entered at November term 1796.
and continued to this term - and now the parties appear - and the said Dan-
iel and Rebecca come and defend the force and injury whereof and for plea
say that the said Darius never promised in manner and form as the said
Nathaniel and Calvin in their declaration have alleged and thereof put them-
selves on the Country. & Stormy Aff^r. and the Def^t likewise & Aff^r swears.
Whereupon a Jury duly returned and impanelled at this term, being sworn
to try the Issue do on their oaths declare that the said Darius promised in man-
ner and form as the Def^t in their declaration have alleged and aff^r damages
at sixty eight Dollars and thirty two Cents. and ~~the said~~ wherefore it is con-
sidered by this Court that the said Nathaniel and Calvin recover against
the said Daniel and Rebecca in said capacity the sum of Doll. 68.32 -
and Costs of Suit taxed at Doll. 20.00. Ex^oposed Jan^y 21. 1797.

Samuel Watson of New Salem in the County of Hampshire Yeoman Def^t.
v. George Sampson of the same New Salem Yeoman Def^t. in a plea of
the Case for that the said George at said New Salem on the second day of December
in the year of our Lord 1794. by his Note under his hand of that date for value
received promised the said Samuel to pay him or his order the sum of Fifteen
pounds legal to Fifty dollars within one year from the date of said Note
with lawful interest for the same until paid - Yet the said George though
often requested hath never paid the same but neglects and refuses to do it -
To the damage of the said Samuel the sum of Seventy Dollars. -
This Action entered at November term 1796 and continued to this term - and
now at this term the Def^t appears and the Def^t the three times called makes
default of his appearance in Court - wherefore it is considered that the said
Samuel recover against the said George the sum of Doll. 31.12. - and
Costs of suit taxed at Doll. 10.00. Ex^oposed Jan^y 21. 1797.

Joseph Morgan of West Springfield in the County of Hampshire Gent^l Def^t.
v. Samuel Cook of Worthington in the same County and Major P. Holt of Hadley
in the same County late joint partners in the business of booting Defendants
in a plea of trespass on the Case for that the said Cook and Holt at said
Hadley on the fourth day of February in the year of our Lord 1796 by their
Note of hand of that date (under the firm of Cook and Holt) for value
received promised the said Joseph on demand to pay him or order Fifty Dol-
lars with interest untill paid - Yet the said Cook and Holt the often reque-
sted have not nor hath either of them ever paid the Plaintiff the contents of
said Note or any part thereof but neglects and refuses to do it To the damage
of the said Joseph Ninety Dollars - This Action entered at November
term 1796 and continued to this term - and now at this term the Def^t
appears and the Def^t the three times called makes default of their
appearance in Court - wherefore it is considered by this Court that the

^{Plt. of Abraham Gilder}
Noah Ashley of Westfield in the County of Hampshire Joiner, in a plea of trespass on the case for that the said Abraham at Westfield aforesaid on the 20th day of April in the year of our Lord 1796, by his Note in writing under his hand of that date, for value received, promised the Plff to him Eighty Dollars on or before the first day of August the next coming with Interest till paid yet the said Abraham the thereof often requested hath never paid the said sum but unjustly neglects and refuses to do it to the damage of the said Noah the sum of Doll. 80 and costs of suit taxed at Doll. 10-20
This action entered at November term 1796 and continued to this term - and now at this term the Plff appears and the Def^t the three times called makes default of his appearance in Court wherefore it is considered by this Court that the said Noah recover against the said Abraham the sum of Doll. 83.42 and costs of Court taxed at Doll. 10-20
Ex^o signed Jan^y 23. 1797.

Ashley v Gilder
Nov. [21] 1796

John Morgan of the City and County of Hartford and State of Connecticut Merchant Plff
vs Eli Bliss of Westfield in the County of Hampshire Defendant in a plea of trespass on the case for that whereas the said Eli at Hartford to wit at Northampton aforesaid on the eleventh day of March in the year of our Lord 1794 by his memorandum in writing under his hand of that date acknowledged that he had received of the said John twenty eight Lottery tickets in Hartford State House Lottery for the purpose of making sale of the same tickets for him the said John and the said Eli in and by the same writing then and there promised the Plff to return the same Lottery tickets to him the said John or make sale of the same & pay the proceeds thereof to him the said John on demand - and the Plff avers that the same Lottery Tickets were then & there of the value of One hundred and forty Dollars at which the said Eli ever then and there well knowing - also for that the said Eli at said Northampton on the day of the purchase of the Writ being justly indebted to the Plff in another sum of 178 Doll^s for the like sum of money then before that time had and rec^d to the one of the Plff and being so indebted then and there faithfully promised to pay him the same sum yet the said Eli the thereof often requested hath never paid either of said sums or any part thereof but unjustly neglects to the damage of the said John the sum of Doll. 280.
This action entered November term 1796 and continued to this term - and now at this term the Plff appears and the Def^t the three times publicly called makes default of his appearance in Court - wherefore it is considered by the Court that the said John recover against the said Eli the sum of Doll. 156.83 and costs of suit taxed at Doll. 14-32.
Ex^o signed Jan^y 19. 1797.

Morgan v Bliss
Nov. [21] 1796

^{Plt. of Aaron}
Aaron Town of Buckland in the County of Hampshire Yeoman Plff vs Joseph Freeman late of Norwich in the same County Yeoman Def^t & John Spruce Douglass of Westfield in the same County Innkeeper Def^t in a plea of trespass on the case for that the said Freeman and Douglass at said Buckland on the twenty first day of August in the year of our Lord 1795 by their Note in writing under their hands of that date for value received, promised jointly and severally, the Plff to pay him thirty two dollars within three months from the date with use till paid / meaning lawful interest therefor until paid / yet the said Freeman and Douglass the often requested hath never paid the contents of their Note aforesaid or any part thereof but unjustly neglects it to the damage of the said Aaron the sum of Sixty Dollars -
This action entered at Nov^o term 1796 and continued to this term - and now at this term the Plff appears and the Def^t the three times called makes default of their appearance in Court wherefore it is considered that the said Aaron recover against the said Freeman and Douglass the sum of Doll. 60 and costs of suit taxed at Doll. 10.96
Ex^o signed Jan^y 23. 1797.

Town v Douglass
Nov. [21] 1796

Samuel Pearce of the City County and State of New York Merchant
vs John Tallet of Russell in the County of Hampshire Joiner Def^t in a plea of trespass on the case for that the John at Westfield in the said County of Hampshire on the eleventh day of May last past promised to pay one Aaron Gillet or order for value received twenty one dollars to be paid by the tenth day of June then next with use meaning with Interest and afterwards to wit on the same eleventh day of May last the said Aaron then and there by his indorsement on the same note with his proper hand thence withdrew and ordered the contents of the same note then wholly due and unpaid to be paid to the Plff for value received of which the said John there afterwards the same day had notice and

Pearce v Tallet
Nov. [21] 1796

And thereby became chargeable to pay the contents of said Note to the Plff according to the tenor thereof and being so chargeable the said John then and there in consideration thereof undertook and promised to pay the contents of the same Note to the Plff according to the tenor thereof and the said indorsement. Yet the said John the often requested hath never paid the contents of said Note to the Plff but unjustly neglects it - to the damage of the said Thomas Thirty Dollars -

This Action entered at November Term 1796 and continued to the present term and now at this term the Plff appears - and the Def. the three times called makes default of his appearance in Court - Wherefore it is considered by the Court that the said Thomas do recover against the said John the sum of Doll. 16. 69 and Costs of Suit taxed at Ten Dollars and seventy four Cents.

Ex. J. J. J. Jan. 23. 1797.

Cutter v. Wragg
Nov. 12/ 1796

George Cutter of Northfield in the County of Hampshire Cordwainer Plaintiff
v. Thomas Wragg of Leaverett in the same County Yeoman Def. in a plea of the Case for that the said Thomas at Northampton aforesaid on the fourth day of June last past by his Note under his hand of that date for value received promised the Plaintiff to pay him or his order One Hundred Dollars in four months from the date of said Note with Interest after that time till paid. Yet altho requested and altho said time has elapsed, said Thomas said sum and the Interest has not paid but neglects to do it to the damage of the said George two hundred Dollars.

This Action entered November term 1796. And the plaintiff appears and the Def. the three times called makes default of his appearance in Court - after which the Action was continued to this term for Judgment, and now at this term it is considered by the Court that the said George recover against the said Thomas the sum of Doll. 101. 03 and Costs of Suit taxed at Doll. 11. 20 -

Ex. J. J. J. Jan. 21. 1797.

Case v. Nichols
Nov. 14/ 1796

Joel Case of Northfield in the County of Orange and State of New York Gent^l
Plff v. Henry Nichols of Royalston in the County of Worcester Yeoman at. Gent^l
defendant in a plea of the Case for that the said Henry at Northampton aforesaid on the day of the purchase of this Writ was indebted to the plaintiff in the sum of Twenty five Dollars for the like sum of money before that time had and recd. by the said Henry to the use of the plaintiff - then and there in consideration thereof promised the Plaintiff to pay him the same sum on demand. Yet the requested said sum said Henry has not paid but neglects to do it to the damage of the said Joel the sum of Fifty Dollars.

This Action entered at November term 1796 and continued to this term - and now at this term the Plaintiff appears and the Def. the three times called makes default of his appearance in Court - Wherefore it is considered by the Court that the said Joel recover against the said Henry and the said Henry comes and defends thereof and alleges when &c. and saith that he never promised in manner and form as the plaintiff hath alleged and thereof puts himself on the Country.

By Edw. D. Pham his Att^y.

And the Plaintiff likewise - - - - -

By J. Hinchley

And the said Henry by leave of the Court first had and obtained further writ that the said Joel might not to have his action aforesaid against him said Henry because he saith that he did not promise in manner and form as the said Joel hath above complained against him at any time within six years next before the day of obtaining the original Writ aforesaid of the said Joel. and this he is ready to verify - wherefore he prays Judgment if the said Joel might to have his action aforesaid against him the said Henry - - - - -

By Edward Pham his Att^y.

And the said Joel referring Liberty to waive this replication and to reply to the plea aforesaid of the said Henry as the Supreme Court says the plea aforesaid of the said Henry is an insufficient answer to the Writ aforesaid and thereof prays Judgment - - - - -

By J. Hinchley

And the said Henry consenting to said reference saith his plea aforesaid is a sufficient answer to said Writ - - - - -

Edw. Pham

And the said Henry by leave of the Court here first had and obtained further

saith that the said Joel ought not to have his said action against him said Henry, because he saith that the said Joel hath not accused to him the said Joel in manner and form as the said Joel hath above complained against him at any time within six years next before the day of obtaining the original Writ aforesaid of the said Joel and thus he is ready to verify when for he prays Judgment if the said Joel ought to have his action aforesaid against him the said Henry and the said Joel reserving further Liberty to waive this replication and to reply to the plea aforesaid of the said Henry at the Supreme Court says the plea aforesaid of the said Henry is insufficient answer to the Writ aforesaid and thereof prays Judgment. J. Winchley. — and said Henry consenting to said reservation says his plea aforesaid is a sufficient answer to the Writ. — By Ed. Mpherson his atty.

All which being fully understood by this Court it appears that the Plea of the said Henry is a sufficient answer to the Writ aforesaid. Wherefore it is considered by the Court that the said Henry recover against the said Joel his Costs taxed at Doll. 12th 1/2. Whereupon the said Joel appeals from the Judgment of this Court to the Supreme Court next to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and requires with sufficient security to prosecute the same to effect —

Elihu Ashley of Deerfield in the County of Hampshire the Plaintiff vs. Samuel Adams of the said Deerfield Yeoman Deft. in a plea of the case for that this Samuel Adams at said Deerfield on the seventh day of October ensigned by his Note under his hand of that date for Value received promised the said Elihu to pay him or his order the sum of One hundred thirty two dollars and twenty five Cents on demand with the lawful Interest for the same untill paid; but the said Samuel the often requested hath not paid the same or any part thereof but neglects it — to the Damage of the said Elihu two hundred Dollars. This Action entered at November term 1796 and continued to this Term and now at this term the Plaintiff appears and the defendant three times called makes default of his appearance in Court — wherefore it is considered by this Court that the said Elihu recover against the said Joel the sum of Doll. 135th 1/2 and Costs of Suit taxed at Doll. 9th 1/2. Term expired Jan^y 23rd 1797.

Ashley v Adams
Nov. 16 / 1796

Ezekiel Webster of Northfield in the County of Hampshire Plaintiff vs. John Hatch of Winchester in the County of Cheshire and State of New Hampshire Yeoman Deft. in a plea of the case for that the said Hatch at said Northfield on the twenty fifth day of April in the year of our Lord 1793 by his Note under his Hand of that date for Value received promised the Plaintiff to pay him or order Six pounds Six pence equal to twenty dollars to be paid in good Coal meaning Charcoal or twenty bushells equal to three dollars and thirty three Cents and one third of hundred bushells to be delivered at Northfield at the Plaintiff's Shop. one half to be delivered by the first day of June then next which time has elapsed and the remainder on demand, with one smoking Sifter which same Coal to be delivered as aforesaid the Plaintiff avers to be of the Value of seven dollars and seventeen Cents per hundred bushell and that he was always ready to receive said Coal at the place of Delivery but the said Hatch the requested on the twenty sixth day of April aforesaid and on the day of the purchase of this Writ and on divers days between the said twenty sixth day of April and the day of the purchase of this Writ the same Coal hath not delivered or the Value thereof in money paid with the Interest. Also for that the said Hatch at a place called Winchester in said Northfield on the twenty fifth day of February in the year of our Lord 1795 by his Memorandum in writing under his hand of that date acknowledged he had recd. of the Plaintiff one feather bed with a striped tick and one pillow which he promised the Plaintiff to deliver him at said Northfield on demand which same Bed and Pillow the Plaintiff avers were of the Value of fifteen dollars. but the said Hatch the requested on the 26th day of the same February and on the day of the purchase of this Writ and on divers between the said days last aforesaid the same Bed and pillow has not delivered or the same in money paid but neglects it — and also for that the said Hatch at said Northfield on the day of the purchase of this Writ being jointly indebted to the Plaintiff the sum of sixty Dollars for so much money by the said Hatch at his request before that time had and recd. of the Plaintiff to the Plaintiff then and there in consideration thereof promised the Plaintiff to pay him the same sum on demand. but the said Hatch the requested the same sum has not paid but neglects it —

Webster v Hatch
Nov. 1 / 1796

As the damage of the said Ezekiel the sum of Sixty Dollars.
This Action entered at November term 1796 and continued to this term and
now at this term the Plff appears and the Def^t the three times called on his
default of his appearance at Court wherefore it is considered by this Court that the
Ezekiel recover against the said John the sum of \$60. 15. 00 and costs of
suit taxed at \$11. 24.

Edw Jones Junr 22 1797.

BROWN v Foot
Nov. 199/1796.

Walter Brown of Gill in the County of Hampshire Blacksmith Plff vs John Foot
the same Gill Gent^l Def^t in a plea of trespass on the Case for that whereas the said Brown
now is a good, true, honest and faithful citizen of this Commonwealth and as such from the
time of his Nativity hitherto always has behaved and governed himself and until the time
of the hereafter mentioned amongst all his Neighbours and other good Citizens of this Common-
wealth been taken and esteemed to be a person of good Name fame credit and reputation and
has always during his life time hitherto continued to live peaceably and until the
time of the Injury hereafter mentioned, wholly unsuspected of all and all manner
of Felony, Robbery, Theft and Larceny, cheating or fraud or of any other such heinous crime
by means of which premises the said Brown previous to the injury before referred, had
deservedly obtained and secured to himself the good opinion and credit of all his acquain-
tance and other good Citizens of this Commonwealth. Yet the said Foot well knowing the
premises but greatly envying the happy state and condition of the said Brown and
intending maliciously not only to hurt degrade diminish and injure him the said Brown
in his good name fame credit and reputation but also wrongfully to subject him to the
pains and penalties by the laws and statutes of this Commonwealth enacted provided
against Felony Robbery and Thieves on the thirteenth day of September instant at Gill
in our said County in a certain discourse which he the said Foot then and there had in the
presence and hearing of divers good and worthy Citizens of this Commonwealth of and con-
cerning the said Brown he the said Foot then and there falsely and maliciously
rehearsed and loudly published these false scandalous malicious and opprobrious
English Words following viz Brown concerning the said Walter Brown look a here
and pried over my Bee Hive and stole out as much as ten pounds of my honey &
I can prove it meaning I can prove that said Brown stole as much as ten pounds
of my honey. And also for that the said Foot further intending to hurt and injure
the said Brown in his good name fame and credit and to cause him to be brought
into great disgrace and to subject him to the pains and penalties by the laws inflicted
on persons guilty of Robbery theft and Larceny on the same day and year aforesaid at
Gill aforesaid falsely and maliciously and without any reasonable or probable cause
in the presence and hearing of divers other good and worthy Citizens of this Com-
monwealth reported asserted published and declared of and concerning the said Brown
that he had stolen Honey, by the means of the speaking and publishing of which
said false feigned scandalous malicious and opprobrious words and of the said
publication and assertion of the Slander aforesaid the said Brown is very much
prejudiced hurt and damaged and his good name fame credit and reputation
and is fallen into public scandal and disgrace among all his neighbours and
other good and worthy Citizens of this Commonwealth to whom he was known in so
much that divers of those Neighbours and Citizens to whom the innocent integrity
of the said Brown was known have always from the time of speaking and pub-
lishing said Words and Slander so greatly suspected said Brown to have been a felon &
a thief that they on the account have always from thence hitherto refused and still
do more and more refuse to have any communication or discourse with him
or to have anything to do with him as before they were accustomed to have & other
wise would again have had and the said Brown on account of the premises
aforesaid is in other respects greatly injured. - to the damage of the said
Brown Five hundred Dollars.

This Action entered at November term 1796 and continued to this
Term - and now at this term neither of the parties appearing this Action
is dismissed.

Elizah Weeks of Newland in the County of Hampshire Yeoman Plff vs John
Wilkie Junr Def^t of the same Newland Yeoman in a plea of the Case. This Action
entered Nov. term 1796 and continued to this term. and now at this term neither of
the parties appearing this Action is dismissed.

Weeks v Wilkie
Nov. 100/1796

Cornel Griggs of Windsor in the County of Berkshire Plff. v. Huzekiah Bush of Belchertown in the County of Hampshire Whelanwright Dft. in an action of the Case
This action entered at November term 1796 and continued to this Term and now at this Term neither of the parties appearing this action is dismissed.

Griggs v Bush
Nov 1109/1796

Amasa Day of Dalton in the County of Berkshire German Plaintiff v. Jeddiah Ingram of Chester in the County of Hampshire German Defendant in a plea of the Case for that the said Jeddiah at Chester on the fourth day of March in the Year of our Lord 1793 by his Note of that date for Value received promised the Dft to pay him or order five pounds ten shillings equal to eighteen dollars thirty Cents and three Mills two years after the first day of December then next with Interest annually yet the said Jeddiah the often requested hath not performed his said promise but neglects it to the damage of the said Amasa forty Dollars.

Day v Ingram
Nov 1113/1796

This action entered November term 1796 and continued to this term and now at this term the Defendant comes into Court and defends &c and for plea says he never promised in manner and form as the Dft in his declaration against him has alleged and thereof puts himself on the Country. For J. J. Jones and the Plaintiff likewise. Whereupon a Jury at this term duly returned and impanelled, being sworn to try the Issue, do on their oaths say that the defendant never promised in manner and form as the plaintiff in his Declaration has alleged - Wherefore it is considered by the Court that the said Jeddiah recover against the said Amasa his Costs taxed at Doll. 9.42.

Ex. signed Jan'y 22. 1797.

John Minor appellant v. Thaddens Taylor appellee in which case Thaddens Taylor of Suffield in the County of Hartford and State of Connecticut Blacksmith with alias ^{Plff} John Minor of Granville in the County of Hampshire Gent^l alias Yeoman, alias Trader, alias Blacksmith alias Shoemaker, alias Joiner, alias Carpenter, alias Timber Dealer, in a plea of the Case for that whereas the said John at Suffield to wit at Granville aforesaid on the first day of June in the year of our Lord one thousand seven hundred and ninety six in and by a certain writing or promissory note of that date under his own hand by him well executed, promised the said Thaddens to pay him or order for Value received the sum of three pounds Lawful Money which the Dft avers is equal to ten Dollars current money of the United States by the first day of September then next with Interest till paid (meaning Lawful interest from the date of said Note) yet the said John his promise of our said note regarding hath never performed the same but wholly neglects and refuses to do it the threats often requested and demanded to the damage of the said Thaddens the sum of Hundred Dollars.

Minor v Taylor
Nov 1116/1796

This action entered at November term 1796 - at which Term the Appellee appears and the Appellant the three times called makes default of his appearance in Court - after which the action is continued to this term for Judgment - Wherefore now it is considered by the Court that the Appellee recover against the App^t the sum of Doll. 10. 36 and Costs of Suit taxed at Doll. 16. 64

Ex. signed Jan'y 22. 1797.

John Cunningham of Plainfield in the County of Hampshire Dft. v. Noah Belding Jun^r of Conway in the same County German Dft. in a plea of the Case for that the said Noah at Plainfield aforesaid on the ninth day of August in the year of our Lord 1796 by his Note under his hand of the same date for Value received promised the said John by the Name of Noah Belding to pay to him or order Ninety Dollars on demand with Interest till paid - yet the said Noah the often requested hath not paid the contents of said Note but neglects it to the damage of the said Cunningham One hundred Dollars.

Cunningham v Belding
Nov 1117/1796

This action entered at November term 1796 and continued to this term and now at this term the Plaintiff appears and the Defendant the three times called makes default of his appearance in Court - wherefore it is considered that the said John recover against the said Noah the sum of Ninety two Dollars & 29 Cents and Costs of Suit taxed at Doll. 11. 60

Ex. signed Jan'y 22. 1797.

Morgan v Hunt
Nov. 119/1796

Medis Morgan of Gunned in the County of Columbia and State of New York Plaintiff vs. Elisha Hunt of Northfield in the County of Hampshire Sheriff Gentleman Defendant in a plea of trespass on the case for that the said Hunt at Northfield aforesaid on the on the first tenth day of January in the year of our Lord 1794 by his note in writing under his hand of that date for Value Received promised the said Martin to pay him or order the sum of twenty two pounds equal to twenty three dollars thirty three cents and three Mills on demand with Interest - Yet the said Elisha the often thereto requested hath over performed his promise but neglects it - To the damage of the said Medis 100 Dollars - This Action entered November term 1796 at which term the Defendant appears and the Plaintiff the three times called makes default of his appearance in Court after which the Action is continued to this term for judgment - wherefore now it is considered by the Court that the said Medis recover against the said Elisha the sum of Doll. 100. 42. and costs of suit taxed at Doll. 13. 12. -

Ex^{ra} awarded Jan^y 23. 1797.

Barley v Witherell
Nov. 122/1796

Joseph Sylvester Bailey of Chesterfield in the County of Hampshire Merchant Plaintiff vs. Samuel Witherell of Chesterfield in the same County Defendant in a plea of the case for that the said Samuel at said Chesterfield on the second day of April last past by his notes in writing under his hand of that date for Value Received promised the Plaintiff to pay him or order six pounds 14/9 Long equal to twenty two dollars and forty six cents on demand with Interest till paid. Yet the said Samuel the often requested hath over paid the contents of said Note but neglects it to the damage of the said Joseph Bailey thirty Dollars. This Action entered November term 1796 and continued to the present term - and now at this term the Plaintiff appears and the defendant the three times called makes default of his appearance in Court wherefore it is considered by the Court that the said Joseph recover against the said Samuel the Sum of Doll. 23. 52. and costs of suit taxed at Doll. 8. 60.

Ex^{ra} awarded Jan^y 22. 1797

Barley & others
vs Witherell
Nov. 123. 1796

Joseph Bailey Solomon Russell Jonathan Pierce. Joseph Bailey Benjamin Pealy and Ebenezer Orntall all of Chesterfield in the same County Joint Traders Plaintiffs vs. Samuel Witherell of the same Chesterfield Defendant in a plea of the case for that the said Samuel at Chesterfield on the seventh day of April in the year of our Lord 1795 by his notes in writing under his hand of that date for Value Received promised the Plaintiffs under the name and firm of Joseph Bailey & Co. to pay them or order the sum of eight pounds sixteen shillings and nine pence equal to twenty nine dollars & forty six cents - Lawful money on demand with Interest till paid Yet the said Samuel the often requested hath over paid the contents of said Note but unjustly neglects it. Also for that the said Samuel at Chesterfield on the day of the purchase of this Writ was justly indebted to the Plaintiffs the sum of fifteen dollars for divers goods wares and merchandises there before that time sold and delivered at the special instance and request of the said Samuel. And the said Samuel being so indebted in consideration thereof assumed on himself and to the Plaintiffs then and there faithfully to the Plaintiffs to pay them the same sum on demand - Also for that the said Samuel at said Chesterfield on the day of the purchase was justly indebted to the Plaintiffs a further sum of 15 Dollars for the like sum before that time by the Plaintiffs expended laid out and paid for the said Samuel at his special instance

and requested and being so indebted in consideration thereof assumed upon himself & then and there faithfully promised the Plff to pay them the said sum on demand - yet the said Samuel the often requested hath never performed either of the said promises but unjustly neglects it to the damage of the Plff. the sum of forty Dollars. - This action entered November term 1796 and continued to this Term - and now at this term the Plff. appear and the Def. the three times called makes default of his appearance in Court - wherefore it is considered that the Pl Joseph and others the Plff. recover against the Samuel the sum of Doll. 46. 92 and Costs of Suit taxed at Doll. 8. 60. *Ex. J. found Jan^y 23^d 1797. -*

Isaac Greenman of Belchertown in the County of Hampshire Carpenter Plff against Elisha Robinson of Greenby in the same County Yeoman in a plea of the case for that the said Elisha at said Belchertown on the day of the purchase of this Writ was indebted to the Plff in the sum of forty seven Dollars and forty cents Lawful money for so much money before that time by the said Elisha had and received to the use of the Plff and being so indebted the said Elisha then and there in consideration thereof promised the Plff to pay him the same sum as demand - yet the said Elisha the often requested hath never paid said sum but neglects it - to the damage of the said Isaac who saith the sum of sixty Dollars. - This action entered at November Term 1796. at which time the Plff appeared and the Def. the three times called makes default of his appearance in Court - after which the action is continued unto this Term - and now at this term it is considered by the Court that the said Isaac recover against the said Elisha the sum of Doll. 47. 40 and Costs of Suit taxed at Doll. 11. 21. *Ex. J. found Feb^y 3^d 1797. -*

Green Robinson
Nov. 124/ 1796

John Ashley of West Springfield in the County of Hampshire Yeoman Plff - v. Alexander & Alexander Black of the same West Springfield Yeoman Def. in a plea of the case for that the said Alexander at said West Springfield on the 30th day of July last past by his promissory Note in writing under his own hand of that date for Value received promised the said John to pay him the sum of Nine pounds in silver [meaning Thirty Dollars] by the fifteenth day of August then next with Interest till paid which time of payment is past yet the said Alexander the then to often requested hath never fulfilled his said promise to the Plaintiff but unjustly neglects to the damage of the said John Thirty one Dollars - This action entered at November Term 1796 and continued to this Term - and now at this Term the Plff appears and the Def. the three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said John recover against the said Alexander the sum of Doll. 30. 89 and Costs of Suit taxed at Doll 10. 96. *Ex. J. found Sept. 21. 1797. -*

Ashley v Black
Nov. 129/ 1796

Rhoda Rhoads of Norwich in the County of Hampshire Spinster. v. Amariah Darrow Yeoman Libulon Fuller Physician and Isaac Everett Yeoman all of Norwich aforesaid Defs in a plea of trespass and whereupon the said Rhoda complains for this for that the said Amariah Libulon and Isaac aforesaid on the twenty fifth day of August in the year of our Lord 1794 with force and arms broke and entered the Close of the Plff in Norwich aforesaid bounded North on West side Norcast on Left N. 61. South on Green and Walkers Grant and West on the Lot N. 6 & 7. and then and there with like force did cut up carry away and destroy one hundred bushells of Corn then and there the property of the Plff standing and growing in the Close aforesaid and other enormities the said Amariah Libulon and Isaac did and committed against the peace of the Common wealth aforesaid and to the said Rhoda one hundred Dollars. - This action entered at November term 1796 & continued to this term. and now at this term the Plff appear and the Plff the three times called makes default of his appearance in Court - wherefore it is considered by the Court that the Plff. recover against the Plff their Costs taxed at Doll. 37. 50. *Ex. J. found Jan^y 30. 1797. -*

Rhodes v Darrow &c
Nov. 131/ 1796

Edmund Rawson Jun^r of Montague in the County of Hampshire Gentleman Plff
vs. James Bull of Hartford in the County of Hartford and State of Connecticut Merchant D^f
is a plea of the Case for that whereas the said James on the seventh day of January in the
year of our Lord one thousand seven hundred and ninety five at said Northampton was
justly indebted to said Edmund in the sum of two hundred Dollars lawful money for
the use and occupation of one saw mill called and known by the Name of Bissells Mill with
the appurtenances standing on the great falls at fall river bar so called and one acre of land
thereof belonging the same lying and being in Montague aforesaid, at the said Edmund by
him the said James before that time used occupied possessed and enjoyed at the special
instance and request, and being so indebted the said James at said Northampton after
words to wit on the day and year last aforesaid, in consideration thereof then and there under
took and faithfully promised the said Edmund that he would pay him the same sum when
ever after he should be thereto required - also for that whereas the said Edmund on the sixth
day of August in the year of our Lord one thousand seven hundred and ninety four was
possessed of one saw mill called and known by the Name of Bissells Mill with the appurtenances
standing on the great falls at fall river bar so called and one acre of land thereof
belonging, situate in Montague aforesaid, and being so possessed by the said James in
consideration that the said Edmund at the special instance and request of the said James
would permit and suffer him the said James to use occupy possess and enjoy the said saw
mill and one acre of Land with the appurtenances from the said sixth day of August
until the first day of January in the year of our Lord one thousand seven hundred &
ninety five he the said James did then and there assume on himself and to the said
Edmund did faithfully promise that he the said James should and would well and truly
pay and satisfy unto the said Edmund so much money as the said Edmund ought
reasonably to have for the use occupation and enjoyment thereof for the time aforesaid
when he the said James should after the seventh day of January in the year of our
Lord 1795 be thereto required - and the said Edmund in fact saith that he
did permit and suffer the said James to use occupy possess and enjoy the said saw
mill with one acre of ^{thereof belonging} Land with the appurtenances from the said sixth day of August
one thousand seven hundred and ninety four until the seventh day of January one
thousand seven hundred and ninety five, and the said James used possessed occupied &
enjoyed the same accordingly - And that he the said Edmund reasonably deserved
to have of the said James for the said the sum of two hundred Dollars - of
which the said James had notice from said Edmund, also for that whereas the
said James at Northampton aforesaid on the first day of October instant was justly
indebted to said Edmund in one other sum of two hundred dollars for so much mone-
y he the said James before that time had had and received to the use of the said
Edmund and being so indebted he the said James then and there in consideration
thereof assumed on himself and faithfully promised said Edmund to pay him the same
last mentioned sum whenever after should be thereto required - if the said James the thereto after
requested hath never paid said sums of money or either of them or in any way per-
formed his said promises but hitherto has and still doth unjustly neglect and
refuse so to do to the damage of the said Edmund 250 Dollars -

This Action entered at November term 1796 and continued to this Term -
And now the said James by John Hooker Esq his Attorney comes and defends &
wherein and for plea says he never promised in manner and form as the Plff in his
declaration has thereof alleged against him and thereof puts himself on the Country -
and the said Edmund refusing Liberty of joining Issue in the appeal of this case
says the plea of the said James as above pleaded is insufficient and that he is
not bound by the law of the Land to answer thereto & thereof prays Judgment -

by Rich^d E Newcomb his Att^y -

And the said James says the same is sufficient & consenting to said resolutions and then
prays Judgment pro se per John Hooker - All which being by this Court fully considered
it appears to this Court that the plea of the said James is sufficient - Wherefore it is
considered by the Court that the said James recover against the said Edmund his costs.
Whereupon the said Edmund appeals from the Judgment of this Court to the superi-
or Judicial Court next to be holden at Northampton in the County of Hampshire
on the last Tuesday of April next and recognizeth with sureties to prosecute the same to
effect

Rawson vs Bull

Nov. 132/ 1796

Thomas Stebbins of Springfield in the County of Hampshire Merchant Plaintiff v. Gideon Leonard of the same West Springfield Gent^l Def^t in a plea of the Case for that the said Gideon Leonard on the twenty second day of December in the year of our Lord one thousand seven hundred and ninety two by his promissory note of hand of that date for value received promised the said Stebbins to pay him or order twelve pounds ten shillings and one penny half penny lawful money equal to forty one Dollars and forty nine Cents on demand and with Interest till paid also for that whereas the said Gideon at said Springfield on the fifteenth day of October instant was justly indebted to the said Stebbins in the sum of nine Dollars and fifty Cents for so much money as the special instance and request of said Gideon for him the said Gideon and for his own use before that time there paid laid out and expended and being so indebted the said Gideon then and there in consideration promised said Stebbins to pay him the same sum last mentioned whenever the same required - yet the said Gideon the often thereto requested has never paid the same sum neither of them but hitherto has and still does ought it - So the damage of the said Stebbins Eighty Dollars. This action entered at November term 1796. at which term the Def^t appeared and the Def^t the three times called made default of his appearance in Court - after which the action was continued to this term for Judgment. wherefore it is considered by the Court the said Stebbins recover against the said Gideon the sum of Doll. 81-27 and Costs of Court taxed at Doll. 9-62. *Carried over Part 21. 1797.*

Stebbins v Leonard
Nov. 134/ 1796.

Thomas Stebbins & Thomas Stebbins both of Springfield in the County of Hampshire Merchants Plaintiff v. Gideon Leonard of West Springfield in the same County Gent^l Def^t in a plea of the Case for that whereas the said Gideon at said Springfield on the first day of October inst^t was justly indebted to the said Stebbins and Thomas in the sum of one hundred and fifty one Dollars and eighty Cents for sundry goods wares and merchandises before that time by the said Stebbins and Thomas to said Gideon sold and delivered at his special instance and request and to balance accounts between them and being so indebted the said Gideon then and there in consideration thereof promised said Stebbins and Thomas to pay them the same whenever the same required - and also the said Gideon on the tenth day of October instant at said Springfield in consideration that the said Stebbins and Thomas had before that time at the like special instance and request of the said Gideon sold & delivered the said Gideon divers other goods wares and merchandises took upon himself and then and there faithfully promised said Stebbins and Thomas that he the said Gideon would pay them so much money as the said goods wares and merchandises last mentioned were reasonably worth at the time of the sale and delivery thereof when he should be thereto required - and the said Stebbins and Thomas ever that the goods wares and Merchandises last mentioned were reasonably worth other one hundred and forty one Dollars and eighty Cents at the time of the sale and delivery thereof viz at said Springfield where the said Gideon then and there had notice yet the said Gideon the often requested has never paid the same sum neither of them but hitherto hath and still doth unjustly ought it - to the Damage of the said Stebbins and Thomas Two hundred Dollars - This action entered at November Term 1796 when the Def^t appeared and the said Gideon the three times called makes default of his appearance in Court - after which the action is continued to this term - wherefore for Judgment - wherefore it is considered by the Court that the said Stebbins and Thomas do recover against the said Gideon the sum of one hundred and forty one Dollars and eighty Cents and Costs of Court taxed at nine Dollars and sixty two Cents. *Carried over Part 21. 1797.*

Land T. Stebbins
v
Leonard
Nov. 135/ 1796 -

Benjamin Cooney in late of Hillsdale in the County of Columbia and State of New York Complainant v. Abraham Reed of Coarville in the County of Hampshire Complainant before me - whereon Benjamin Reed one of the Justices of the peace for said County &c - This action entered at November term 1796 and continued to this Term and now at this Term neither of the parties appearing the action is dismissed. -

Cooney v Reed
Nov. 145/ 1796

Reuward v Meriells

May 103/1796

The over Records of Tory in the County of Albany and State of New York House of Representatives v. one Meriells of Ashfeld in the County of Hampshire a Deputy Sheriff's Deft. in a plea of repaver - This action entered May Term 1796 and continued from term to term unto the present term, and now at this term neither of the parties appearing the action is dismissed.

Stubbins v Sheldon

Jan'y (1) 1797

Joseph Stubbins of Deerfield in the County of Hampshire Geoman Deft. v. Amasa Sheldon of Barnardstown in the same County Geoman Deft. in a plea of this case for that the said Amasa at said Deerfield on the fifth day of April in the year of our Lord one thousand seven hundred and eighty one by his note under his hand of that date for value received promised the said Joseph to pay him the sum of sixty pounds equal to two hundred Dollars on demand with lawful interest for the same until paid: Yet said Amasa though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Amasa the sum of three hundred Dollars. And the said Joseph appears - and the said Amasa the three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said Joseph recover against the said Amasa the sum of Doll. 276. 75. and Costs of Suit taxed at Doll. 10. 14.

Whereupon the said Amasa appeals from the Indgement of this Court to the Supreme Judicial Court was to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognises with sufficient sureties to prosecute the same to effect.

Church & Clarke

Abel Hildreth

Jan'y (2) 1797.

Samuel Church and Lemuel Clarke both of Sunderland in the County of Hampshire Torsors Deft. v. Abel Hildreth of Deerfield in the same County Geoman Deft. in a plea of this case for that said Abel at said Sunderland on the eighteenth day of May last past by his note under his hand of that date for value received promised the said Samuel and Lemuel to pay them the sum of four pounds ten shillings and nine pence equal to fifteen dollars and thirteen cents on demand with the lawful interest for the same until paid: Yet said Abel tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Samuel and Lemuel the sum of Twenty Dollars. And the said Samuel and Lemuel appear here in Court - and the said Abel the three times called makes default of his appearance in Court - wherefore it is considered by the Court that the said Samuel and Lemuel do recover against the said Abel the sum of Doll. 15. 57. and Costs of Suit taxed at Doll. 6. 10.

Ex. issued Jan'y 23. 1797. -

Holloway v Sweet

Jan'y (4) 1797

George Holloway of Conway in the County of Hampshire Geoman (or minor under the age of twenty one years, who acts by his Guardians and next Friend Tully Bathrick of said Conway Geoman) Deft. v. Joshua Sweet of Deerfield in the same County Geoman Deft. in a plea of this case for that the said Joshua at said Deerfield on the 26th day of November in the year of our Lord seventeen hundred and ninety five by his note under his hand of that date for value received promised the said George to pay him or his order the sum of fourteen pounds equal to forty six dollars and sixty seven cents on demand with lawful interest for the same until paid: Yet said Joshua though often requested hath never paid the same or any part thereof but neglects it to the damage of the said George seventy Dollars. And the said George now here appears in Court and the said Joshua the three times called makes default of his appearance in Court - wherefore it is considered by this Court that the said George recover against the said Joshua the sum of forty nine dollars and forty two cents and Costs of Suit taxed at Doll. 7. 16.

Ex. issued Jan'y 21. 1797

Joseph Robbins of Deerfield in the County of Hampshire German D^{ft} v. William
Holloway of Hornoy German and Peter Holloway of Shelburne German, both in the same
County Defendants in a plea of the case for that the said William and Peter at said Deer-
field on the thirteenth day of February in the year of our Lord one thousand seven hun-
dred and ninety two by their Note under their hand of that date for value received promised
the said Joseph to pay him the sum of twenty six pounds and four shillings (equal
to eighty seven dollars and thirty three cents) on demand with lawful interest for the same
untill paid: yet the said William and Peter though often requested have never paid
the same or any part thereof but neglect and refuse to do it to the damage of the said
Joseph the sum of One hundred Dollars.
And the D^{ft} appears here in Court - and the D^{ft}. the three times called on to make default
of their appearance - Wherefore it is considered by the Court that the said Joseph
recover against the said William and Peter the sum of Doll. 63. 65. and costs of
suit taxed at Doll. 7. 53. -
E^{te} signed Jan^y 23. 1797.

Lemuel Arms of Deerfield in the County of Hampshire German D^{ft} -
v. Abner Marsh of Whately in the same County German D^{ft}. in a plea
of the case for that said Abner at said Deerfield on the twenty eighth day of
September in the year of our Lord seven hundred and ninety five by his
Note in writing under his hand of that date for value received promised the said
Lemuel to pay him or his order the sum of Six pounds (equal to twenty dollars)
within one year from the date of the same note with lawful interest for the
same untill paid - yet said Abner though often requested hath never
paid the same or any part thereof but neglects it to the damage of the said
Lemuel Twenty five Dollars -
And the Lemuel comes into Court
and the said Abner the three times called on to make default of his appear-
ance in Court - Wherefore it is considered by the Court that the said
Lemuel recover against the said Abner the sum of Doll. 20. 35 and
Costs of suit taxed at Doll. 6. 26.
E^{te} signed Jan^y 23. 1797.

Gaylord Hawkins of Chatham in the County of Columbia and State of New
York German D^{ft} v. John Wells Jun^r German and Aaron Barrett trader both
of Puttidgefield in the County of Berkshire D^{ft} in a plea of the case for that
the said John and Aaron on the first day of November last past at said Chatham to
wit at Northampton aforesaid by their Note of that date for value received promised
the said Gaylord to pay him twenty four dollars within twelve days from the date of
said note with Interest till paid meaning the instant of seven pounds on the hundred
of the said state of New York - yet the said John and Aaron the often requested have
never paid the said sum of money or any part thereof nor have either of them done the
same kept they so unjustly neglect and refuse to do it to the damage of the said Gaylord
the sum of twenty five Dollars -
And the said Gaylord appears -
And the said John and Aaron the three times called on to make default of their ap-
pearance in Court - Wherefore it is considered by the Court that the said Gaylord
recover against the said John and Aaron the sum of Doll. 14. 60 and costs of
suit taxed at Doll. D^{up}.
E^{te} signed Jan^y 23. 1797.

James Octor of Albany in the County of Albany and State of New York
D^{ft} v. Caleb Governor of Windsor in the County of Berkshire German
Defendant in a plea of trespass on the case for that the said Caleb on the second day
of November last past at said Windsor to wit at Northampton aforesaid by his Note
of that date for value received promised one Peter Governor to pay him or his order
Eight pounds Lawful money equal to twenty six dollars and sixty seven Cents on
demand with Interest till paid - And afterwards to wit on the same day last aforesaid
at said Northampton the said Peter by his indorsement on the same Note
with his hand subscribed assigned the same to the said James and ordered the Con-
tents thereof to be wholly unpaid to be paid to the said James of all which the said
Caleb immediately afterwards then had notice and so became liable to pay the
contents of the same Note to the said James according to the tenor thereof - and the
said Caleb being so liable and chargeable then and there in consideration thereof
and by force of the statute in such case provided promised the said James
to pay him the contents of the same Note on demand - yet the said Caleb the

David says that good merchantable rye, at the time in which the said Lemuel promised to deliver it was well worth one dollar per bushell - and that the said David further says, that he was ready to wit at West Springfield aforesaid, during all the time aforesaid to have received rye according to the tenor of said Note - also for that the said Lemuel at West Springfield aforesaid on the twentieth day of August in the year of our Lord four hundred and ninety four by his other promissory Note in writing under his hand of that date for Value received promised the said David to pay him on demand the sum of seven pounds which is equal to twenty three dollars and thirty three Cents with and meaning lawful interest till paid: Yet the said Lemuel the often requested hath never paid either of the before mentioned Notes or any part thereof or ever fulfilled either of his promises aforesaid but unjustly neglects it to the damage of the said David Doll. 66 - And the Plff appears here in Court - And the Deft the three times called makes default of his appearance - Wherefore it is considered by the Court that the said David recover against the said Lemuel the sum of Doll. 38 - 812 Dams. & Costs of Suit taxed at Doll. 6. 63 - *Ex. ipse. Jan. 21. 1797.*

Ashley's Wood
Jan. 30/1797.

Benjamin Ashley of West Springfield in the County of Hampshire Gent^l - Plff. vs Daniel Wood late of London in the County of Berkshire now of Newblaton in the County of Columbia and State of New York Gent^l - Defendant - in a plea of the Case for that the said Nathaniel at West Springfield aforesaid on the thirtieth day of December last past by his promissory note in writing under his hand of that date for Value received promised the said Benjamin to pay him within three months from the date of said Note Thirty Dollars with and meaning thereby lawful interest till paid - Yet the said Nathaniel the often requested to do it hath never paid the same but unjustly neglects and refuses so to do - to the damage of the said Benjamin the sum of sixty Dollars - and the Plff. appears here in Court and the Deft. the three times called makes default of his appearance - Wherefore it is considered by the Court that the said Benjamin recover against the said Nathaniel the sum of Doll. 31 - 880 Dams. and his Costs of Suit taxed at Doll. 7 - 59. *Ex. ipse. Jan. 21. 1797.*

Stocum vs Brown
Jan. 31/1797

Charles Stocum of Granville in the County of Hampshire Plff. vs Andrew Brown of the same Granville Yeoman deft. in a plea of trespass on the case for that the said Andrew at said Granville on the seventh day of November last past by his note in writing under his hand of that date for Value received promised the said Charles to pay him or order the sum of twenty Dollars and eighty one Cents on demand with Interest - Yet the said Andrew the three times requested hath not performed his said promise but neglects it - to the damage of the said Charles Doll. 40 - And the Plff appears here in Court - and the deft. the three times called makes default of his appearance - Wherefore it is considered by the Court that the said Charles recover against the said Andrew the sum of Doll. 21 - 6 Dams. and his Costs of Suit taxed at Doll. 8 - 85. *Ex. ipse. Jan. 21. 1797.*

Sillock vs Owen
Jan. 32/1797

Robert Sillock of Long Meadow in the County of Hampshire Toller Plff. vs James Owen late of Granville in the County of Hampshire Yeoman Defendant in a plea of the Case for that the said James at Springfield in the County of Hampshire on the twenty fifth day of April in the year of our Lord one thousand seven hundred and ninety four. by his Note in writing under his hand of that date for Value received promised one Zabina and Thomas Robbins to pay them or order the sum of sixteen pounds ten shillings and eight pence lawful money which the Plff avers is equal to fifty four dollars and twelve Cents on demand with Interest till paid - afterwards that is to say on the same day and year at Springfield

no part of the Contents of the note having been paid to said Elisha and Thomas, they the said Elisha and Thomas by their indorsement on the back of said note with their own proper hands subscribed indorsed the same over to the said Robert the D^{ff}. and by said indorsement directed and ordered the Contents of said note then wholly due and unpaid to be paid to said Robert the D^{ff} for value of him received of all which the said James then and there had instant notice and in consideration thereof the said James undertook and then and there faithfully promised said Robert to pay him the same on demand with Interest - also for that the said James at said Granville viz on the day of the purchase of this Writ was justly indebted to said Robert in one other sum of one hundred Dollars for the like sum of money at the special instance & request of the said James by said Robert to the use and benefit of the said James paid laid out and expended and being so indebted the said James then and there undertook and faithfully promised said Robert to pay him the same sum of One hundred Dollars on demand with Interest &c. &c. the said James the others thereto requested hath not performed either of his said promises - but neglects and refuses to perform them or either of them to the damage of the said Robert the sum of One hundred and fifty Dollars. - and whereas the said Robert alleges with that the said James Owen has not in his own hands and possession goods and estate to the value of one hundred and fifty dollars aforesaid which can be come at to be attached but has entrusted to, and deposited in the hands and possession of John Gleason one of said Granville Yeoman trustee of the said James Owen goods effects & Credits to the said Value - We command &c. and now at this time the said John Gleason agent and trustee as aforesaid appears here in Court, and being sworn as the Law directs upon his oath says - that at the time of the service of this process he had neither goods effects or Credits of the said James Owen in his possession - and the said James though three times called makes default of his appearance in Court - after which the Plaintiff discontinues his Action - Whereupon it is considered by the Court that the said John Gleason the trustee aforesaid recover against the D^{ff} his costs - taxed at Dollars 4-65. -

Exhibited Jan^y 23^d 1797. -

William C. Hatch of Granville in the County of Hampshire and Josiah Barber of Hebron in the County of Tolland and State of Connecticut Joint Debtors in Merchandises under the Name and firm of Wm Hatch & Co. D^{ff}. v. Joseph Moore Jun^r of Granville in the County of Hampshire Yeoman D^{ff}. in a plea of Confession on the case for that the said Joseph at said Granville on the day of the purchase of this Writ was justly indebted to said Williams and Josiah in the sum of forty dollars for divers Goods Wares and Merchandises then before that time at the special instance & request of the said Joseph sold and delivered in consideration the said Joseph undertook and then and there faithfully promised the said Williams and Josiah to pay them the same sum on demand with Interest - also for that whereas the said Joseph afterwards at said Granville viz on the day of the purchase of this Writ in consideration that the said Hatch and Barber had there before that time at the special instance and request of said Joseph sold and delivered him divers other goods Wares and Merchandises for the said Joseph undertook and then and there faithfully promised said Hatch & Barber to pay them so much money on demand, as said Goods Wares and Merchandises were reasonably worth at the time of the sale and delivery thereof - and said Hatch and Barber aver that said Goods Wares and Merchandises were reasonably worth the sum of forty dollars, of which the said Joseph then and there had instant Notice - Yet said Joseph the thereto others requested hath not performed his said promises but neglects and refuses to perform them or either of them. - to the damage of the said Hatch and Barber the sum of Seventy Dollars. - and whereas the said Hatch and Barber say that the said Joseph Moore Jun^r has not in his own hands and possession goods and estate to the value of Seventy Dollars aforesaid which can be come at to be attached, but has entrusted to and deposited in the hands and possession of Elias Miller of Southwick in the County of Hampshire Yeoman, and overs Cornwell of Granville aforesaid Yeoman and David Bates Jun^r of Granville Yeoman trustee of the said Joseph Moore Jun^r goods effects and Credits to the said Value - We command &c. &c.

Hatch & Barber
vs
Moore Jun^r & Agt^s
Jan^y 33^d 1797.

And the said William Giffatch and C^o appear here in Court - and one of the Agents aforesaid also appears and being duly sworn as the Law directs on his oath says that at the time of the service of this Writ I made him on a note for Dollars which is all the property of the said Moore in his hands - Elias Miller also another of the Agents or trustees aforesaid also appears in Court and being duly sworn as the Law directs, on his oath says that at the time of the service of the original Writ viz^t in October and November last he gave the said Joseph Moore Jun^r a Note of hand payable on or before April for twenty five dollars - and that he also holds an obligation against a Moore for twenty Dollars given to said Miller dated April 5th 1797 which Lewis Hay may be of att. - and David Bates Jun^r the other of the said trustees in writing under his hand sent here into Court says, that at the time of the service of this Writ he paid the said Joseph two dollars and fifty cents and that is all. - The same being agreed by the Plff^s to be received & to have the same effect & operation as if sworn to in Court. After which the said Joseph being three times called makes default of his appearance in Court - Wherefore the said it is considered by the Court that the said Hatch and Barber recover against the said Joseph the sum of Doll. 31-97 Dams. and Costs of Court taxed at Doll. 13-52.

Ex^{ce} issued Jan^y 21. 1797.

Phelps v. Clarke

Jan^y. 31. 1797

John Phelps of Granville in the County of Hampshire Gent^l Plff^r vs Daniel Clarke late of Mansfield now of Granville in said County Blacksmith Def^t in a plea of trespass on the case for that the said Daniel at Granville on the ninth day of October in the year of our Lord one thousand seven hundred and ninety five by his vote in writing under his hand of that date forthwith received promised said John to pay him or order the sum of twenty one Dollars and eighty eight cents on demand with Interest - Yet said Daniel the often thereby requested hath not performed his said promise but neglects it. to the damage of the said John Phelps forty Dollars - And the Plff^r appears in Court and the said Daniel the three times called makes default of his appearance in Court - Wherefore it is considered by the Court that the said John recover against the said Daniel the sum of Doll. 20-50 Damages and Costs of Suit taxed at Doll. 1-25.

Ex^{ce} issued Jan^y 21. 1797. -

Hickox v. Sacket

Jan^y. 25. 1797

Jeremiah Hickox of Sheffield in the County of Berkshire Esq^r and Ebenezer Sacket of Westfield in the County of Hampshire Yeoman parties to a rule entered into and duly acknowledged agreeable to the statute in such case provided - and the parties now here appear in Court, and therefore chosen by the said parties to said rule to wit William Shephard Timothy Robinson and James Agnewall Esquires and in their award to this Court, as follows, to wit "that the said Jeremiah Hickox have and recover against the said Ebenezer Sacket the sum of Thirty five dollars and ten cents damages and Costs of Expenses taxed at fifteen dollars and thirty five cents and Costs of Court to be taxed by the Court" - which award being read, the same is accepted by the Court - Wherefore it is considered by the Court that the said Jeremiah recover against the said Ebenezer the sum of thirty five Dollars and ten cents damages and Costs of Suit taxed at Doll. 22-73.

Ex^{ce} issued Jan^y 21. 1797.

Willard v. Clay

Jan^y. 21. 1797.

Beniah Willard of Greenfield in the County of Hampshire trader Plff^r vs Daniel Clay of the said Greenfield Blacksmith Maker Def^t in a plea of the Case for that whereas the said Daniel at Greenfield aforesaid on the day of the purchase of this Writ was justly indebted to the said Willard in the sum of forty one Dollars and thirty eight cents for divers goods wares and merchandise according to the schedule annexed by the Plaintiff to the said Daniel at his special instance and request then before that time sold and delivered and being so indebted by the said Daniel there afterwards on the same day in consideration thereof promised the Plff^r to pay him the same sum on demand - Also for that whereas the said Daniel

Daniel at Greenfield aforesaid on the fifth day of November in the year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for value received promised the Plaintiff to pay him or order the sum of one hundred and nineteen dollars and sixty two Cents on demand with Interest - also for that the said Daniel at said Greenfield on the sixteenth day of December in the year of our Lord one thousand seven hundred and sixty five by his other Note of hand of that date for value received promised the Plaintiff to pay him or order another sum of eleven Dollars and seventy two Cents on demand with Interest - and also for that a hundred thirty six Daniel at said Greenfield on the fourteenth day of November last past aforesaid was justly indebted to the said Willard in another sum of five dollars for the like sum of money before that time by the said Plaintiff had and received of the plaintiff to his use and being so indebted he the said Plaintiff then and there in consideration thereof promised the plaintiff to pay him the same sum on demand - yet he hath never paid the same the requested neither hath he performed either of his promises aforesaid or paid either of said Notes the requested but neglects it to the damage of the said Bonick the sum of 200 Dollars. - and the Plaintiff appears here in Court - and the Defendant the three times called makes default of his appearance - wherefore it is considered that the said Bonick recover against the said Daniel the sum of Doll. 271-76 Damages and Cost of Court taxed at Dollars - Whereupon the Daniel appeals from the Judgment of this Court to the next Supreme Judicial Court next to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties to prosecute the same to effect.

Joseph Billings of Belchertown in the County of Hampshire German Plaintiff v. Werner Bordwell of Whately in said County German Defendant in a plea of the case for that the said Bordwell at Northampton aforesaid on the sixth day of September in the year of our Lord one thousand seven hundred and ninety four by his Note for value received promised the plaintiff to pay him or his order the sum of Five pounds three shillings and two pence equal to sixteen Dollars and twenty Cents in six months from the date of said Note with Interest - yet the said Bordwell the often requested hath not paid the said sum but neglects and refuses so to do - to the damage of the said Billings thirty Dollars. and the said Joseph appears here in Court - and the said Werner the three times called makes default of his appearance - wherefore it is considered that the said Joseph recover against the said Werner the sum of Doll. 19-00 Damages and Costs of Suit taxed at Doll. 6-39. Etc. issued Jan'y 30. 1797.

Billings v. Bordwell
Jan'y 14th 1797.

Jonathan Goode of Belchertown in the County of Hampshire Gentleman Plaintiff v. Justus Howard Junr of the same Belchertown Border Defendant in a plea of the case on the case for that the said Justus on the tenth day of December in the year of our Lord one thousand seven hundred and ninety six at Belchertown aforesaid being possessed of a horse which was lame and unsound and had ring bones on two of his feet which rendered the same horse of no value - and the Plaintiff being then and there possessed of a mare as of his own proper mare of the price of one hundred and fifty dollars - the said Justus to induce the Plaintiff to exchange his mare aforesaid for the said horse of the said Justus did then and there falsely and fraudulently affirm to the Plaintiff that his the said Justus horse aforesaid was a good firm sound and serviceable horse and was fit to perform Journeys and endure hard service and might be sold at a greater price in any market than the mare aforesaid - whereupon the Plaintiff giving full credit to the said affirmation of the said Justus was induced to and did then and there deliver his said mare to the said Justus in exchange for the said Justus horse aforesaid and the sum of Ten Dollars and the said Justus did then and there deliver his said horse to the Plaintiff in exchange for the said mare of the Plaintiff and did then and there also pay to the said plaintiff the said sum of ten Dollars as the difference in value between the said Horse and Mare - Now the Plaintiff in fact saith that the said Justus's Horse aforesaid at the time of the affirmations exchange and delivery aforesaid was not a good, firm, sound and serviceable horse, nor was he fit to perform Journeys and endure hard service, but the same horse was then and there lame and had ring bones on two of his feet and could not be sold in any market for so great a price as the mare aforesaid and was good for nothing of all which the Justus was then and there well knowing and so the Plaintiff says that the said Justus on the day and year aforesaid at Belchertown aforesaid falsely and fraudulently in the manner

Goode v. Howard
Jan'y 14th 1797.

aforesaid decised the Plaintiff to the damage of the said Grant Three hundred Dollars.
 And the parties now have appeared in Court. And the said Justice comes and defends the
 force and Injury when &c. And for plea says that he is not guilty in manner & form
 as the said Jonathan in his declaration hath alleged (and thereof puts himself on
 the Country - *per J. Strong* 1797. and the said Jonathan does likewise *per* the
 same. *per* Grant Whereupon all Jury at this time duly returned and impanelled
 being sworn to try the issue do on their oath say that the Defendant is guilty in
 manner and form as the Plaintiff in his declaration hath alleged and of such damages at
 fifty Dollars *per* Whereupon it is considered by the Court that the said Jonathan
 recover against the said Justice the sum of Fifty Dollars damages and costs of suit
 taxed at Doll. 5. 12. Whereupon the said Justice appeals from the
 Judgment of this Court to the supreme Judicial Court next to be holden at North-
 ampton in and for the County of Hampshire on the last Tuesday of April next &
 recognises with sufficient securities to prosecute the same to effect.

Erna Chapin & others
v. Eli Putnam
Jan'y. (50) 1797
 Erna Chapin Yeoman Joseph Gaiswold Gent. John Bridges Yeoman
 Moses Chapin Gent. Thomas Chapin Gent. Silas Chapin Gent. Frederick
 Chapin Yeoman and Joseph Stetson Innholder all of Springfield in said
 County Plaintiffs v. Eli Putnam of Ludlow in the same County Gent. Def.
 in a plea of the case for that the said Eli at Southbury in said County on the
 twenty sixth day of May last past by his promissory Note of hand of that date
 for Value received promised the Plaintiff by the name of Erna Chapin & Company
 to pay them Thirty one dollars and one quarter within ninety days from the
 date thereof with Interest from the date till paid - But the said Eli the Plaintiff
 requested hath never paid the same but hitherto has and still does un-
 justly neglect and refuse so to do to the damage of the said Erna & others
 Plaintiff the sum of Sixty Dollars. - And the Plaintiff appear here in Court and
 the Defendant the three times called makes default of his appearance in Court -
 Whereupon it is considered by the Court that the Plaintiff recover against the said
 Eli the sum of Doll. 32 n 3. and their costs of suit taxed at Doll. 6. 91.
Car. iford Jan'y. 21st 1797.

Smith & Dickinson
Jan'y. (51) 1797
 Moses Smith of Amherst in the County of Hampshire Housewright Plaintiff
 v. Sloughton Dickinson of the same Amherst Housewright Def. in a plea of
 the case for that the said Sloughton at said Amherst on the first day of Jan'y.
 in the year of our Lord one thousand seven hundred and ninety three by his
 Note under his hand of that date for Value received promised the said Moses
 to pay him or his order the sum of nine pounds and four shillings (Thirty
 Dollars and sixty seven cents) on or before the first day of August then next
 with lawful interest for the same untill paid - And the said Moses saith
 he hath never assigned the same to any person - Yet the said Sloughton
 though often requested hath never paid the same but ought to to the
 Damage of the said Moses Fifty Dollars.
 And the Plaintiff nowhere appears in Court - And the Defendant the three times
 called makes default of his appearance in Court - Wherefore it is con-
 sidered that the said Moses recover against the said Sloughton the sum of
 Doll. 37. 97. damages and costs of suit taxed at Doll. 5. 05.
Car. iford Feb'y. 10. 1797.

Bellings & Pibbles
Jan'y. (56) 1797
 David Bellings of Amherst in the County of Hampshire Yeoman Plaintiff v.
 Frank Pibbles of the same Amherst Yeoman in a plea of the case for that
 the said Frank at a place called Darlock, to wit at said Amherst on the twenty
 second day of April last by his Note under his hand of that date for Value
 received promised the said David to pay him or his order the sum of Thirty
 Dollars on or before the first day of September then next with lawful Interest
 for the same untill paid and the same note was never assigned - Yet the said
 Frank

Frank the others suggested both never paid the same but neglects it to the damage of the said David the sum of Forty Dollars - and the D^{ft} appears and the D^{ft} the three times called to come into Court makes default of appearance - Wherefore it is considered by the Court that the said David recover against the said Frank the sum of Doll. 31-35 Damages and Costs of Suit taxed at Doll. 5-85.

East Windsor Feb 10. 1797.

Asahel Somers of Northampton in the County of Hampshire Gent^l D^{ft} vs. James Norton of Williamsburg in the County of Hampshire Yeoman D^{ft} in a plea of trespass on the case for that the said Norton at said Northampton on the second day of September last past by his Note in writing under his hand of that date for value received from the said Somers to pay him thirty five dollars upon demand. Yet the said Norton though often thrice suggested has never paid the contents of said note to the said Somers but unjustly neglects it to the damage of the said Asahel Fifty Dollars. And the D^{ft} appears and the defendant the three times called to come into Court makes default of his appearance - Wherefore it is considered that the said Asahel recover against the said Norton the sum of Doll. 35-80 Damages and Costs of Suit taxed at Doll. 5-35.

Pomeroy v Norton
Jan 1/58/ 1797.

East Windsor Jan 30. 1797.

Samuel Ward of Lancaster in the County of Worcester Gentleman D^{ft} vs. James Noony of Middlefield in the County of Hampshire Yeoman D^{ft} in a plea of trespass wherein the said Ward complains that the said Noony at divers times between the first day of November in the year of our Lord fourteen hundred and ninety six and the first day of November in the year of our Lord fourteen hundred and ninety six with force and arms broke and entered the close of him the said Ward, to wit a certain tract or parcel of Land lying in Middlefield aforesaid containing one hundred and forty three Acres and one half the same being Lot Number thirty seven as recorded in the proprietors book of Mearnsfield so called and adjoining Lot N^o thirty six and bounding upon the northerly line of said Mearnsfield according to the records of the said proprietors books - and at divers times within the time aforesaid at Middlefield aforesaid with like force and arms did cut and destroy the Wood & timber then and there standing and growing on the same land aforesaid and divers sugar trees then & there standing in the same land, did cut injure and exhaust and divers other wrongs and injuries in and upon the premises within the time aforesaid the said Noony to the said Ward did - against our peace and to the damage of the said Ward One hundred Dollars.

Ward v Noony
Jan 1/59/ 1797.

And now the said Noony comes and defends the force and injury when & where for aforesaid he is not guilty in manner and form as the Plaintiff in his declaration hath alleged against him and thereof puts himself on the Country by Jos. Symon his Att^y. And the Plaintiff reserving Liberty to plead anew upon trial of the appeal says that the Defendants plea is not sufficient - And the said Noony consenting to the reservation of the said Ward says his plea is sufficient - by Jos. Symon his Att^y.

All which being fully understood by the Court, it appears to the Court that the D^{ft} plea is sufficient - Wherefore it is considered by the Court that the Defendant recover against the Plaintiff his Costs - Whereupon the said Samuel Ward appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton on the last Tuesday of April next and recognises with sufficient sureties to prosecute the same to effect

Caleb Strong of Northampton in the County of Hampshire Esq^r D^{ft} vs. Zadock King of Conway in said County Husbandman and Abner Mitchell of Greenfield in said County Husbandman otherwise called Abner Mitchell of Conway in said County Husbandman, in a plea of trespass on the case for that the Zadock and Abner at Northampton on the twenty fourth day of May in the year of our Lord fourteen hundred and ninety three by their Note of hand of that Date for value received promising the D^{ft} to pay him

Strong vs King & Mitchell
Jan 1/64/ 1797.

him or order twenty one pounds ten shillings and seven pence lawful Money which the Plaintiff avers is equal to seventy one Dollars and seventy seven Cents on demand with Interest for the same yearly. Yet the said Laddock and others have not now that either of them paid the contents of said note to the Plaintiff or any part thereof altho often requested both unjustly neglect it to the damage of the said Cable as he saith the sum of one Hundred Dollars — And the Plaintiff appears and the said Laddock and others the three times called to appear in Court make default of their appearance — Wherefore it is considered by the Court that the said Cable recover against the said Laddock & others the sum of Doll. 78. 92. and Costs of Suit taxed at Doll. 4. 35 —
 Ex^o issued Jan^y 30. 1797.

Bangs v White
 Jan^y 16th / 1797

Reuben Bangs of Williamsburg in the County of Hampshire Trader Plaintiff v. Nicholas White of the same Williamsburg Husbandman Defendant in a plea of the case for that the said White at said Williamsburg on the twenty first day of June last by his Note of that date for Value received promised the plaintiff to pay him or order the sum of four pounds eight shillings which the plaintiff says is equal to sixteen Dollars & thirty three Cents on demand meaning to pay Interest till paid. Yet the said Nicholas the often requested both not paid the contents of said Note to the Plaintiff or any part thereof but unjustly neglects it to the damage of the said Reuben as he saith the sum of Thirty Dollars — And the Plaintiff appears and the defendant the three times called to come into Court make default of his appearance — Wherefore it is considered by the Court that the said Reuben recover against the said Nicholas the sum of Doll. 16. 34. damages and Costs of Suit taxed at Doll. 4. 35 —
 Ex^o issued Jan^y 30. 1797.

Bangs v Hunt
 Jan^y 16th / 1797

Reuben Bangs of Williamsburg in the County of Hampshire Trader Plaintiff v. Joseph Hunt of the same Williamsburg Defendant in a plea of the case for that the said Hunt at said Williamsburg on the twenty third day of November last by his Note of hand of that date for Value received promised the said Reuben to pay him or his order the sum of fourteen dollars and four Cents on demand with Interest — also for that the said Hunt at said Williamsburg on the nineteenth day of March last by his other Note of hand of that date for Value received promised the said Reuben to pay him or his order one Dollar on demand with Interest. Yet the said Hunt the often requested both not paid the contents of either of said Notes to the Plaintiff or any part thereof but unjustly neglects it to the damage of the said Reuben Thirty Dollars — And the Plaintiff appears and the Defendant the three times called to come into Court make default of his appearance — Wherefore it is considered by the Court that the said Reuben recover against the said Hunt the sum of Doll. 14. 24. damages and Costs of Court taxed at Doll. 5. 90.
 Ex^o issued Jan^y 30. 1797.

Perkins v Stebbins
 Jan^y 16th / 1797

Edmond Perkins of Buckland in the County of Hampshire Yeoman Plaintiff v. Abraham Stebbins of the same Willbraham Yeoman Defendant in a plea of the case for that the said Abraham at said Buckland on the eighth day of June in the year of our Lord one thousand seven hundred and ninety three by his note under his hand of that date for Value received promised the plaintiff to pay him or his order the sum of Ten pounds lawful money worth of oat stack by the first day of October in the year of our Lord one thousand seven hundred and ninety four said stack to be delivered at the then dwelling house of the said Abraham in Buckland with Interest — which some sum is equal in value to thirty three dollars and thirty three Cents and one third of a Cent and the time for the delivery of said stack is elapsed and the Plaintiff avers that he was always ready at the time and place aforesaid to receive

receive said stock agreeable to the tenor of said Note - Yet the said Abraham tho
thereafter often requested hath never delivered said stock nor paid the said sum and
Interest in money but neglects it to the damage of the said Edmund Fifty Dollars
and the Plff appears and the Deft the three times called to come into Court makes
default of his appearance - Wherefore it is considered by the Court that the said
Edmund recover against the said Abraham the sum of Doll. 30. 10 Dam.
and costs of Suit taxed at Doll 8 13

Testified Jan^y 22^d 1797.

Oliver Chapin and Oliver Esty both of Orange in the County of Hampshire Joint
Traders Plff. vs. Jonathan Smith of Athol in the County of Worcester Grocer Deft. in a plea of the case for that the said Smith at said W^orthampton on the day of
the purchase of this Writ being justly indebted to the Plff. in the sum of Twenty
three dollars and sixty three cents $\frac{3}{4}$ according to the schedule here annexed
and then & there in consideration thereof promised the Plff. to pay them the same
sum on demand. Also for that the said Smith there afterwards on the same
day in consideration that the Plff. had before that time at the request of the
said Smith sold and delivered him sundry articles like to but other than those
referred to in the Count above then and there promised the Plff. to pay them so
much therefor as the same were worth and the Plff. aver that the same were worth
of or said the sum of twenty three Dollars and sixty three cents $\frac{3}{4}$ - Yet
the said Smith the requested the same sum and Interest has not paid
but neglects it to the damage of the said Chapin and Esty forty Doll.
and the Plff. appear and the Deft. the three times called to come into Court
makes default of his appearance - Wherefore it is considered that the said
Chapin and Esty recover against the said Smith the sum of Doll -
23-63 $\frac{3}{4}$ and costs of Suit taxed at Doll 8-62

Testified Mar 3^d 1797.

Timothy Smith of New Salem in the County of Hampshire Joiner
Plff. vs. Jesse Walker of the same New Salem Labourer Deft. in a plea of
the case for that the said Jesse at said New Salem on the twenty second day
of September last past by his Note under his hand of that date for Value
received promised the said Timothy to pay him or his order the sum of
Thirty six dollars and forty four cents on demand with lawful interest for
the same untill paid - Yet the said Jesse though often requested hath
never paid the same but neglects and refuses to do it - to the damage
of the said Timothy the sum of Twenty Dollars.
and the Plff appears and the Deft. the three times publicly called
to come into Court makes default of his appearance - Wherefore it is
considered by the Court that the said Timothy recover against the
said Jesse the sum of Doll. 37. 07 Damages and costs of Suit taxed at
Doll. 7-64.

Testified Jan^y 21st 1797.

Ford Peers of Shutesbury in the County of Hampshire Yeoman Plff.
vs. Isaac Townsend of Greenwich Yeoman and Silas Towns late of New Salem
Labourer both of the same County Deft. in a plea of the case for that the
said Defendants at Greenwich aforesaid on the sixteenth day of May last
past by their notes under their hand of that date for Value received prom-
ised one Nehemiah Rockwood to pay him or his order thirty three dollars
and thirty three cents within six months from the date of said Note
with the lawful interest for the same untill paid; and afterwards to wit
on the same day and Year at Greenwich aforesaid the said Nehemiah
by his indorsement in writing on the same note with his own hand
subscribed ordered the Contents then due and unpaid to be paid to
the said Ford for Value recd. Whereof the defendant then and there had
notice and thereby became chargeable in Law to pay the same to the
said Ford according to the tenor of said Note and of the indorsement
thereon; and then and there in consideration thereof promised the said

Ford)

Chapin & Esty
vs. Smith.

Jan^y 21st 1797

Smith vs Walker

Jan^y 28th 1797.

Ford vs Townsend &c.

Jan^y 17th 1797.

Hard to pay him the same accordingly. Yet the said Defendant though often requested have never paid the same but neglect and refuse to do it to the damage of the said Ford Sixty Dollars — and the D^{ft} appears and the D^{ft} the three times called to come into Court makes default of his appearance — Wherefore it is considered that the said Ford recover against the Defendant the sum of Doll. 34⁶⁷ and Costs of suit taxed at Doll. 4. 13. — — — — — Ex^{is} issued Jan^y. 20. 1797.

Russell v
Walker

Jan^y. 25. 1797.

Eli Russell of New Salem in the County of Hampshire Yeoman D^{ft} or Jesse Walker of the same New Salem laborer Defendant in a plea of the case for that the said Jesse at Petersham to wit at New Salem aforesaid on the twenty sixth day of October last past by his note under his hand of that date for Value received promised the said Eli to pay him twenty bushells of good coarse salt worth thirty five dollars on demand. Yet the said Jesse though often requested hath never performed his said promise but neglects and refuses to do it to the damage of the said Eli the sum of Sixty Dollars — and the D^{ft} appears — and the defendant the three times called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Eli recover against the said Jesse the sum of Doll. 33³³ damages and Costs of suit taxed at Doll. 7. 6⁶ — — — — —

Ex^{is} issued Jan^y. 20. 1797.

Mays v Paddock

Jan^y. 18th 1797.

Benjamin Mays of Orange in the County of Hampshire Gen^l Plaintiff v. James Paddock of the same Orange D^{ft} in a plea of the case for that the said James at Orange aforesaid on the twenty sixth day of November last past by his Note under his hand of that date for Value rec^d. promised the said Benjamin to pay him the sum of twenty five dollars and forty one cents on demand with lawful interest for the same untill paid — Yet the said James tho^o often requested hath never performed his promise aforesaid but neglects it, to the damage of the Benjamin Forty Dollars. — Neither of the parties appearing in Court this Action is dismissed. — — — — —

Upham v Calhoun

Jan^y. 18th 1797.

Edward Upham of New Salem in the County of Hampshire Gen^l D^{ft} v. Samuel Calhoun of Petersham in the County of Worcester Yeoman D^{ft} in a plea of the case for that the said Samuel at said New Salem in the County of Hampshire on the twenty fifth day of December in the year of our Lord one thousand hundred and ninety five by his Note under his hand of that date for Value rec^d. promised one Samuel Southwick Sen^r to pay him or his order the sum of eighty Dollars within one year from the date of said Note with lawful interest for the same till paid: and afterwards to wit on the first day of October last past at New Salem aforesaid the said Samuel Southwick Sen^r by his indorsement in writing on the same Note with his own hand subscribed, ordered the Contents then wholly due & unpaid to be paid to the said Edward for Value received — whereof the said Samuel Calhoun then and there had notice and thereby became chargeable in Law to pay the said Contents to the said Edward according to the tenor of the said Note and the indorsement thereof and then and there in Consideration thereof promised the said Edward to pay him the same accordingly — Yet the said Samuel Calhoun though often requested hath never paid the same but neglects it to the damage of the said Edward the sum of 100 Dollars — The Plaintiff appears and the defendant the three times called makes default of his appearance in Court wherefore it is

considered by the Court that the said Edwards recover against the said Samuel
Cachoon the sum of Doll. 32-29 Damages and Costs of Suit taxed at Doll. 7. 98.

Ex. officio Jan^y 26. 1797-

Jonathan Dwight Esq and James Dwight Merchant of Springfield in the County of
Hampshire plaintiffs vs. Dan Stubbins of Wilbraham in the same County Gentleman
Def^t in a plea of the Case for that whereas the said Dan at Springfield aforesaid on the
seventh day of April last past by his promissory Note of hand of that date for Value
received promised the said Jonathan and James by the name of Jonathan Dwight
and Son to pay them or their order ninety six dollars and sixty cents lawful
money and demand with lawful interest for the same till paid Yet the often thrusts Dan Stubbins.
neglected the said Dan hath never paid the Def^t the same sum or any part thereof
but unjustly oughts it to be the damage of the said Jonathan & James the sum
of 118 Dollars The Plaintiffs appear and the defendant the three times
called to come into Court makes default of his appearance - Wherefore it is
considered by the Court that the said Jonathan and James recover against
the said Dan the sum of Doll. 101-28 and costs of suit taxed at Doll. 7. 23 -

Ex. officio Jan^y 21. 1797. -

Jonathan Dwight Esq. and James Dwight Merchant both of Springfield in
the County of Hampshire Def^t vs. Edward Wright Esq. of Chester in the same
County Gentleman Def^t in a plea of Ejectment wherein the said Jonathan & James
demand against the said Edward one certain tract of Land or parcel of land contain-
ing One hundred acres lying in Chester in said County and the buildings thereon
standing with all privileges and appurtenances thereto belonging. bounded and
described as follows to wit - The same being part of Lot number ninety two laid out
in the first division of lots in said Chester beginning at the North east corner of said
Lot and running southerly fifty rods then running westerly thro said lot to the
West line thereof then running northerly thirty rods to the north west corner
thereof then eastwardly to the first mentioned corner - Also one other tract of
Land lying in said Chester containing twenty acres bounded as follows to wit
South on Land of Williams Drigley, West partly on land of David Hamblins
and partly on land of James Gamwell and Northward on land formerly owned
by Parker Fellows - the same being the lot of Land formerly conveyed by deed
for our Garret Bras to said Edward - also one other tract or parcel of land lying in
Middlefield in said County, containing fifteen acres the same being part of Lot
Number thirty in the third division of lots formerly of Bechtelmon of Middle-
field aforesaid, bounded as follows viz, beginning on the highway on the south side
of said Lot then running on the Line easterly to a large rock thence northerly to
a Hemlock stump and stones on the road thence to the North line of said Lot
thence running easterly on the line to the Brook from thence to the Highway
from thence running by the road to the first mentioned corner with the
appurtenances and privileges thereto belonging - Whereas the said
Jonathan and James say, that the said Edward at Chester aforesaid on
the twenty fifth day of July in the year of our Lord one thousand seven
hundred and ninety three by his deed pole of that date under his hand
and Seal well executed and in Court to be produced in consideration of
the sum of One hundred and ten pounds, which the Plaintiff avers is
equal to three hundred and thirty six dollars and sixty six cents lawful
money to him in hand paid by the said Jonathan and James bargained
sold and conveyed the demanded premises with the appurtenances
to the said Jonathan and James, to have and to hold to them and their
heirs and assigns forever as an absolute estate in fee simple - by
force whereof the said Jonathan and James then and there became se-
ized in their demises as of fee of the same premises and of right ought
still to hold the said demanded premises - Nevertheless the said Edward
hath since illegally and without Judgment entered upon the said Jonathan
and

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J. Dwight & Son
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E. Wright Esq.
Jan^y 19/1797.

and James and dispised them thereof and whereupon the said Jonathan and James complain said Edward unjustly, do wrong to them and still holdeth them out there from to the damage of the said Jonathan and James nearly Dollars — And the Plaintiff appear three times and the Defendant the three times called to come into Court makes default of his appearance — whereon it is considered by the Court that the said Jonathan and James recover against the said Edward possession of the above demanded premises, unless the said Edward shall pay to the said Jonathan and James ^{within two months} the sum of Doll. 42⁷/₁₀ Dammages and Costs of Suit taxed at Doll. 7-13- and thereof 8¹/₂ —

Writ of Possession issued April 24. 1797.

Jonathan Bertson of East Windsor in the County of Hartford and State of Connecticut Complainant vs. James Woolcott late of Wilbraham in the County of Hampshire Complainant Def. in a plea of the case for that the said James at East Windsor to wit at Northampton aforesaid on the thirtieth day of September in the year of our Lord one thousand seven hundred & ninety five by his promissory note in writing under his hand of that date for Value received promised the said James to pay him seven pounds seven shillings and five pence (which the P^l averrs is equal to twenty four dollars and fifty seven Cents) lawful money by the first day of January then next with lawful interest for the same till paid — Yet the said James the Plaint^f often requested hath never paid the Plaintiff the same or any part thereof but neglects and refuses to do it to the damage of the said Jonathan the sum of Thirty Dollars. The P^l appears and the Def^t though three times called to come into Court makes default of appearance whereupon it is considered by the Court that the said Jonathan recover against the said James the sum of Doll. 24-57 Dammages and Costs of Suit taxed at Doll. 8-33 — Ex^o issued Jan^y 21. 1797.

John Cooley of Long Meadow in the County of Hampshire Complainant vs. Daniel Masters of Deerfield in the same County Complainant Def. in a plea of the case for that whereas the said Daniel at Hartford to wit at Northampton aforesaid on the twenty eighth day of May last past by his promissory note under his hand of that date for Value received promised the said to pay him or his order within sixty days from the date thereof Twenty five pounds which the P^l avers is equal in value to Eighty three Dollars and thirty three Cents. lawful money with use / concerning thereby Interest / after said sixty days. Yet the said Daniel altho the said sixty days have long since expired hath never paid the said John the same sum or any part thereof but unjustly neglects it — to the damage of the said John One hundred Dollars — And the Plaintiff appears and the defendant the three times called to come into Court makes default of his appearance — whereon it is considered by the Court that the said John recover against the said Daniel the sum of Eighty five dollars and eighty three Cents damages and Costs of Suit taxed at Doll. 7. 20. Ex^o issued Jan^y 21st 1797.

Pearce Woolworth Titus Pearce of Westfield in the County of Hampshire Joiner vs. Elijah Woolworth of the same Westfield Joiner Def. in a plea of the case neither of the parties appearing this action is discontinued.

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Joel Holkins of Springfield in the County of Hampshire Shopkeeper Plaintiff
vs Elisha Woodward of Wilbraham in the same County Gentleman Def^t in a plea
of the case for that whereas the said Elisha at Wilbraham in said County of Hampshire
on the eighteenth day of April in the year of our Lord seventeen hundred and ninety six by
his promissory Note in writing under his hand of that date for Value received promised
the plaintiff to pay him by the name of Joel Holkins of Enfield Fourteen pounds equal
to forty six Dollars and sixty seven Cents on demand with lawful interest for the same
till paid - Yet the often threats suggested the said Elisha hath never paid the same or
any part thereof but unjustly neglects it to the damage of the said Joel Fifty Dollars. Jan^y. 104/ 1797.
And the Pl^t appears in Court and the Def^t the three times called to come
into Court makes default of his appearance - Wherefore it is considered that
the said Joel recover against the said Elisha the sum of Doll. 40. 79.
and Costs of Suit taxed at Doll 7-12- — Ex^{ra} issued Jan^y 22^d 1797.

Alexander Bliss of Springfield in the County of Hampshire Yeoman Plaintiff
vs Joseph Henry of Norwich in said County Gent^l in a plea of trespass on
the case for that whereas the said Joseph at Norwich in said County on the twenty
ninth day of February in the year of our Lord one thousand seven hundred and
ninety six by his certain note in writing under his hand of that date for Value received
promised the said Alexander to pay him or his order nineteen dollars on or before
the twentieth day of September then next ensuing with lawful interest for the same
till paid - provided and upon consideration the said Joseph should not clear up one
acre and one half acre of Land on the said Alexanders farm in Norwich in said County
where Judah Willey should direct meaning by said twentieth day of September
and the Pl^t avers that the said Judah Willey did so reasonably within said term
direct and notify him the said Joseph when to clear the said quantity of one acre
and one half Acre of Land on his the said Alexanders farm as aforesaid to wit at Easter
aforesaid - And that the said Joseph the threats often suggested never cleared said
quantity of land or any part thereof and that the time for payment of said Note by
performing said conditions hath long since elapsed - Also for that whereas the said
Joseph there afterwards on the same twentieth day of February last unjustly indebted
to the Plaintiff in one other sum of Nineteen Dollars for so much money then before
that time by the said Joseph to the use of the said Alexander had and received
and being so indebted said Joseph there and there in consideration thereof
promised the said Alexander to pay him the same last mentioned sum on
demand - Also for that whereas the said Joseph there afterwards on the first day of
October last was justly indebted to the Pl^t in one other sum of nineteen dollars for so much
money then before that time by the Pl^t to the said Joseph at his special instance and
request lent and advanced and being so indebted the said Joseph there and there in
consideration thereof assumed on himself and promised the Pl^t the same last
mentioned sum on demand. Yet the threats often suggested the said Joseph
hath never performed either of his said promises or any part of either of them
but unjustly neglects it - to the damage of the said Alexander Twenty Dollars.
And the Plaintiff appears and the said Joseph the three times called to
come into Court makes default of his appearance - Wherefore it is consid-
ered by the Court that the said Alexander recover against the said Joseph the
sum of Doll. 19. 00 and Costs of Suit taxed at Doll. 6-99 & three Cts. —

Ex^{ra} issued Jan^y 22^d 1797.

Alexander Bliss of Springfield in the County of Hampshire Yeoman Pl^t
vs Mudda Stubbins of Long Meadow in the same County Defendant in a plea
of the case for that whereas the said Mudda at Springfield aforesaid on the twenty
sixth day of February in the year of our Lord one thousand seven hundred & ninety
two by his promissory Note in writing under his hand of that date for Value received
promised the said Alexander to pay him or his order two pounds six shillings & eight
pence one farthing equal as the plaintiff avers to seven Dollars and seventy eight Cents
lawful money on demand with lawful interest for the same till paid - Also
for

Bliss v. Stubbins
Jan^y. 100/ 1797.

for that whereas the said Madad then afterwards on the fourth day of May in the year of our Lord one thousand seven hundred and ninety three by his other promising note of that date for Value received promised the said Alexander to pay him or order one other sum of his pounds three shillings and two pence equal as the plaintiff avers to other seven dollars and thirty one cents on demand with lawful interest for the same till paid - Also for that whereas the said Madad then afterwards on the first day of December last instant unjustly indebted to the said Alexander in one other sum of Five Dollars & sixty six cents for divers goods Wares and merchandises then before that time by the said Alexander to the said Joseph Madad at his special instance and request sold and debased) none being so indebted by the said Madad then and there in consideration thereof promised the said Alexander to pay him the last said sum on demand Yet the often threats suggested the said Madad hath never performed any part of either of his promises aforesaid but hitherto has neglected and still doth neglect and refuse to do it to the damage of the said Alexander Forty Dollars. — and the Plaintiff appears and the Defendant the three times called to come into Court makes default of his appearance - Wherefore it is considered by the Court that the said Alexander recover against the said Madad the sum of Doll. 25.01. and costs of suit taxed at Doll. 7.19. and thereof &c. —
Examined Jan^y 22^d 1797.

Colton v Eddy &

Jan^y 11th 1797

William Colton of Springfield in the County of Hampshire Yeoman Plaintiff vs Charles Eddy of Palmer in the same County Yeoman and Calvin Scott of the same Palmer Physician Defendants in a plea of the case for that the said Charles and Calvin at Springfield aforesaid on the fifth day of November last past by their promising note in writing under their hands of that date for Value received promised the said William to pay him or his order Forty Dollars on demand with lawful interest for the same till paid Yet the often suggested the said Charles and Calvin or either of them have ever paid the same or any part thereof but unjustly neglect it to the damage of the said William Fifty Dollars and the Plaintiff appears and the Defendants the three times called to come into Court makes default of their appearance - Wherefore it is considered by the Court that the said William recover against the said Charles and Calvin the sum of Doll. 40.42 damages and costs of suit taxed at Doll. 7.11. and thereof &c. —
Examined Jan^y 22^d 1797

Sargeant v Eddy

Jan^y 11th 1797

Thomas Sargeant of Springfield in the County of Hampshire Clock maker Plaintiff vs Joseph Prior Fisher of Greenwich in said County Husbandman Defendant in a plea of the case for that the said Joseph Prior at Springfield aforesaid on the tenth day of August last past by his promising note in writing under his hands of that date for Value received promised the Plaintiff to pay him or his order twenty two dollars & thirty three cents in thirty days from the date thereof Yet the often suggested the said Joseph Prior hath never paid said sum or any part thereof but hitherto hath neglected and still doth neglect it to the damage of the said Thomas Thirty Dollars. — The plaintiff appears and the defendant the three times called to appear in Court makes default of his appearance - Wherefore it is considered by the Court that the said Thomas recover against the said Joseph Prior the sum of Doll. 18.50 damages and costs of suit taxed at Doll. 7.39. & thereof &c. —
Examined Jan^y 22^d 1797.

Hunt v Mack &c.

Jan^y 11th 1797

Thomas Hunt of Glastenbury in the County of Hartford and State of Connecticut Yeoman Plaintiff vs Elisha Mack Gentleman & Daniel Gates Mack Husbandmen both of Montague in the County of Hampshire Defendants in a plea of the case for that the said Elisha and Daniel at Hinsdale aforesaid

in Northampton aforesaid on the second day of June in the year of our Lord one thousand seven hundred and ninety six by their promissory Note of that date for Value received promised the said Thomas to pay him or his order seventeen dollars and twenty one Cents by the first day of September then next with Interest for the same till paid - Yet the often requested the said Eliza and Daniel or either of them have never paid the same but they unjustly neglect so to do to the damage of the said Thomas the sum of Twenty five Dollars - and the Plff appears and the Defend^t the three times called to come into Court make default of their appearance - Wherefore it is considered by the Court that the said Thomas recover against the said Eliza and Daniel the sum of Seventeen Dollars and eighty eight Cents damages and Cost of suit taxed at Doll. 9. 25. —

Essex Superior Court Jan^y. 22. 1797. —

Thomas Jackson of Boston in the County of New London and State of Connecticut Yeoman Plaintiff v. Daniel Stanton of Norwich in the County of Hampshire Yeoman Defendant in a plea of trespass on the case for that the said Jackson is wit at Norwich aforesaid on the tenth day of June in the year of our Lord one thousand seven hundred and ninety one a certain discourse was had between the said Thomas and the said Daniel of and concerning a certain Cow of the said Thomas in which discourse the said Daniel promised the said Thomas that if he the said Thomas would deliver the same Cow to him the said Daniel he the said Daniel would at the end of four years from that time, return the same Cow to the said Thomas and would also give the said Thomas another three year old Cow for the use of said Cow - Whereupon the said Thomas then and there delivered the same Cow to the said Daniel - And the said Thomas avers that afterwards time on the tenth day of June in the year of our Lord seventeen hundred ninety five at Norwich aforesaid he demanded the same Cow together with another three year old Cow of the said Daniel. Yet the said Daniel hath in no wise performed his said promise to the Plff but neglects so to do - to the damage of the said Thomas Thirty Dollars. — ~~And the Plff appears~~ And the Plff appears and the Defendant the three times called to come into Court makes default of his appearance - Wherefore it is considered by the Court that the said Thomas recover against the said Daniel the sum of Doll. 31. 25 damages and Costs of suit taxed at Doll. 8. 43. and thereof &c —

Jackson v Stanton
Jan^y. 107/1797.

Essex Superior Court Jan^y. 22. 1797.

Phineas Knight of Norwich in the County of Hampshire Yeoman Plff v. Daniel Stanton of the same Norwich Yeoman Def^t in a plea of Trespass on the case for that the said Daniel at said Norwich on the twenty seventh day of September last past by his Note of hand of that date for Value received promised to the said Phineas Knight/meaning to pay him/ or order Thirty three dollars and ninety two Cents on demand with Interest untill paid. Yet the said Daniel the often requested hath not paid the Plaintiff the contents of said Note or any part thereof but neglects and refuses to do it to the damage of the said Phineas the sum of Fifty Dollars. — — — And the Plaintiff appears and the defendant the three times called to come into Court makes default of his appearance - Wherefore it is considered by the Court that the said Phineas recover against the said Daniel the sum of Doll. 34. 57 damages and Costs of suit taxed at Doll. 6. 70 & thereof &c. —

Knight v Stanton
Jan^y. 110/1797

Essex Superior Court Jan^y. 22. 1797.

Ruggles Woodbridge of South Hadley in the County of Hampshire Esq. Plaintiff v. Stephen Hubbard of Amherst in the same County blacksmith defend^t in a plea of trespass on the case for that the said Stephen at South Hadley on the thirtieth day of June last past by his note of hand of that date for Value received promised the said Ruggles to pay him Eighty Dollars on demand with Interest untill paid: Yet the said Stephen the often requested hath not paid the contents of said Note or any part.

Woodbridge Esq
H. Hubbard
Jan^y. 119/1797.

part thereof to the Plaintiff but neglects and refuses to do it - to the damage
of the said Puggles one Hundred Dollars - And the plaintiff
appears and the Defendant the three times called to come into Court makes de-
fault of his appearance - Wherefore it is considered by the Court that the said
Puggles recover against the said Stephen the sum of Doll. 82 - As damages &
Costs of Suit taxed at Doll. 5 - 25. and thereof &c. Ex & signed Jan^y 22^d 1797.

It is shewn, William Smith Administrator on the estate of Timothy Barton
late of Chesterfield in the County of Hampshire, deceased, that the Debts due
from the Estate and Administrators Account allowed were the Inventory of the
personal Estate the sum of £ 10 - 12 - 6 and the real Estate of said deceased was inven-
tured at thirty pounds only, and the Widow of said deceased being dead by petition
for sale of your Honours believed him to sell the whole of the real Estate for the pay ment of Debts
and Charges and in case it fell for more than sufficient for that purpose that the
remainder thereof may be disposed of according to Law - Which petition being
read together with a Certificate from the Hon^{ble} the Judges of Probate confirming the
state of facts therein made and that in his opinion it is necessary the whole of
the said real Estate should be sold, it is thereupon considered by the Court
that the said Administrator have licence to make sale of the whole of the real
Estate of said deceased for the purpose of paying the debts of said deceased the
advertising such sale in the Northampton News papers thirty days previous to
such sale and observing all the directions of Laws relating to such Sales. -
Jan^y 22^d 1797.

Levi Ward of Brimfield in the County of Hampshire Husbandman
plaintiff v. Jonathan Needham of South Brimfield in the same County
Gent^l Def^t in a plea of the case for that whereas the said Jonathan at said
South Brimfield on the twenty eighth day of December in the year of our
Lord one thousand seven hundred and ninety five by his promising Note
of Hand of that date by him subscribed for value received promised the said
Levi to pay him or his order the sum of Thirteen pounds ten shillings equal to
Forty five Dollars within fourteen days from the date of said note with acc^t
[meaning with interest] but the said Jonathan this often requested hath not
paid the Contents of said Note but neglects it, to the damage of the said
Levi Forty Dollars. - And the Pl^{ff} appears in Court and
the defendant the three times called makes default of his appearance -
Wherefore it is considered by the Court that the said Levi recover against
the said Jonathan the sum of Doll. 47 - 21. damages and Costs of Suit
taxed at Doll. 2 - 33 and thereof &c. Ex & signed Jan^y 22^d 1797.

Jonathan Leavitt of Greenfield in the County of Hampshire Gent^l
plaintiff v. Thomas Carey of New in the same County, Joiner, in a plea
of Ejectment wherein the said Jonathan demands against the said Thomas
possession of a certain tract of land, with the appurtenances situate in New
as said bounded as follows viz^t beginning at a stake and stone at the road south
of the meeting house - thence South four degrees east twenty rods thence West twenty
rods - thence North four degrees west twenty eight rods to a stake - thence East
twenty six degrees North fourteen rods to a stake - thence South fourteen rods to a
stake and stone - thence east to the first mentioned boundary containing three
Acres and an half being the Land which Isaac Brownman conveyed to
said Thomas - for that on the fifteenth day of June in the year of our Lord one
thousand seven hundred and five the said Thomas being seized in fee of the
said Land with the appurtenances by a certain deed of mortgage of that date
made and delivered by the said Thomas to the said Jonathan, in (note to
be produced for a valuable consideration therein expressed) conveyed the same
to the said to hold to him his heirs and assigns forever upon this condition that if
the said Thomas should well and truly pay to the said Jonathan the Contents of
a certain Note given on the fifteenth day of June aforesaid by the said Thomas
to the said Jonathan for the sum of fifteen pounds twelve shillings and six
pence equal in value to fifty two dollars and five cents with interest and should
well and truly pay all such sums of money as should become due to the said Jon -
= allow
Leavitt v. Carey
Jan^y 13^d 1797

from the said Thomas in nine months from the date then said conveyance to be voidable to remain in full force, absolute and unconditional. Now the said Jonathan in fact said that the said Thomas has never paid the contents of said Note the often requested and urged by means thereof the said Jonathan is indebted to and ought to be in possession of said land with the appurtenances but the said Thomas hath unjustly deprived him and still holds the same from him to the damage of the said Jonathan Eighty Dollars and the Plaintiff comes into Court and the Defendant the three times called to come into Court makes default of appearance - Wherefore it is considered by the Court that the said recover possession of the said demanded premises unless the said Thomas pay the said Jonathan the sum of Doll. 34. 60 Damages and costs of suit taxed at Doll. 8. 21 - within two months and thereof &c.

Writ of possession issued March 17. 1797.

Jonathan Leavitt of Greenfield in the County of Hampshire Attorney at Law Plff. v. John Locke of Deerfield in said County Def. in a plea of the case for that the said John at said Greenfield on the twenty fourth day of September last past by his Note under his hand of that date for Value received promised the said Jonathan to pay him six thousand good merchantable British Manner of the value of four dollars a thousand in three weeks from that date - Also for that the said John there afterwards to wit on the twenty sixth day of September aforesaid by his other note under his hand of that date for Value received promised one Jonathan Leavitt to pay him or his order Seventy four dollars & eighty five cents on demand with Interest - which same note being wholly unpaid the said Jonathan there afterwards to wit on the day of the purchase of this Writ by his indorsement thereon for Value received ordered the contents thereof then due to be paid to the said Jonathan of which the said John there afterwards on the same day had Notice and thereby became chargeable in Law to pay the contents of said Note to said Jonathan and being so liable he then and there in consideration thereof promised the Plaintiff to pay him the contents of said note according to the tenor and effect thereof and the indorsement - Also for that the said John there afterwards to wit on the day aforesaid was indebted to the said Jonathan in other sum of One hundred & six dollars & twenty nine cents for his fees labor and care in and about procuring and defending several suits at Law of and for the said John and divers other services at the special instance and request of the said John there before that time used done & bestowed as his attorney and as his retainer and also for money by the said Jonathan and for the said John and at his like request there before that time in that behalf paid laid out and expended and being so indebted he the said John then and there in consideration thereof promised the said Jonathan to pay him the same on demand - Also for that the said John there afterwards on the day aforesaid was indebted to the said Jonathan in one other sum of one hundred and six dollars and twenty nine cents for so much money before that time paid laid out and expended by the said Jonathan for the said John at his request & and being so indebted he the said John then and there in consideration thereof promised the Plaintiff to pay him the same on demand. Also for that the said John there afterwards to wit on the day aforesaid was indebted to the said Jonathan in one other sum of one hundred & six dollars and twenty nine cents for so much money there before that time had and received by the said John to the use of the said Jonathan and being so indebted he the said John then & there in consideration thereof promised the Plaintiff to pay him the last mentioned sum on demand Yet the said John has never performed either of his promises aforesaid the often requested but neglects to do it to the damage of the said Jonathan the sum of three hundred Dollars - and the Plaintiff appears and the Def. the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court

Jon^r Leavitt
or
John Locke
Jan 7/135/1797

Count that the said Jonathan recovers against the said John the sum of One hundred and fifty five dollars and Costs of suit taxed at Doll. 7- 20 - and thereof &c

Ex Officio Jan^y 22^d 1797

James Bradish of Cummington in the County of Hampshire Plaintiff Diff. v. William Thayer of the same Cummington Yeoman Defendant in a plea of the case for that the said William at Cummington

James Bradish
vs
William Thayer
Jan^y 24th 1797

aforesaid on the twenty sixth day of November in the year of our Lord one thousand seven hundred and ninety three by his promissory note in writing of that date by him subscribed then and there for value received promised the said James to pay him or his order the sum of Ten pounds five shillings and five pence / equal to thirty four dollars & twenty three cents and six mills / on demand with interest till paid, yet the said William the often requested hath never paid the same or any part thereof but neglects and refuses so to do to the damage of the said James Seventy Dollars. — And the Plaintiff appears and the Defendant three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said James do recover against the said William the sum of forty dollars & seventy one cents damages and Costs of suit taxed at Doll. 6. 9. and thereof &c.

Ex Officio Jan^y 22^d 1797.

Luther Loomis and Apollon Hitchcock both of Suffield in the County of Hartford and State of Connecticut Gentlemen, in a plea of the case Plaintiffs v. Melzar Hunt of Sunderland in the County of Hampshire Yeoman Diff. in a plea of the case for that the said Melzar at Suffield to wit at Sunderland aforesaid on the sixteenth day of March last past by his note of that date for value received promised the plaintiffs by the Firm of Loomis and Hitchcock to pay them or their order thirty eight Spanish milled dollars & fifty cents within Sixty days from the date hereof meaning from the said nineteenth day of March with lawful interest untill paid yet the often requested the said Melzar hath not performed his said promise but neglects it to the damage of the said Loomis and Hitchcock the sum of Forty Dollars — and the plaintiffs appear here in Court and the Defendant three times called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Loomis and Hitchcock recover against the said Hunt the sum of Twenty Dollars and twenty one cents and Costs of suit taxed at Doll. 7. 37 - and thereof &c.

Ex Officio Jan^y 22^d 1797.

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Gentlemen Plaintiff v. Samuel Stickins of Greenwich in the County of Hampshire Yeoman or Gentleman Defendant in a plea of the case for that the said Samuel at said Suffield to wit at Greenwich aforesaid on the thirteenth day of April last past by his note of that date for value received promised the plaintiff to pay him or his order twenty two dollars and twenty seven cents current money of the united States on the first day of November then next with interest till paid, yet the often requested the said Samuel hath not performed his said promise but neglects so to do to the damage of the said Luther

Luther Loomis
vs
Sam^l Stickins.
Jan^y 18th 1797.

One hundred Dollars. And the plaintiff appears here in Court and the defendant the three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Luther recover against the said Samuel the sum of seventy five dollars and forty four cents damages and seven dollars and sixty one cents cost of suit and thereof &c.

Exs. ismpt Part. 22 1797. —

Pliny Merrill of Brookfield in the County of Worcester Eng. Vt. Aaron White of Northampton in the County of Hampshire German. Defendant in a plea of the Case for that the said Aaron at said Northampton on the twenty fourth day of September in the year of our Lord one thousand seven hundred and ninety five by his promissory note of hand of that date by him subscribed for value received promised the said Pliny to pay him or his order the sum of forty three dollars lawful money on demand with Interest. Yet the said Aaron the other threats by the plaintiff suggested hath never paid him the same but neglects it to the damage of the said Pliny Sixty Dollars. And the plaintiff appears here in Court. and the defendant the three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the Plaintiff recover against the said Aaron the sum of Doll. 43. 15 Damages and costs of suit taxed at Doll. 3. 24 & thereof &c. —

Pliny Merrill Esq -
Aaron White
Part. 162 1797

Josiah Benton of Hartford in the County of Hartford and State of Connecticut Mariner Plaintiff vs. Gershom Brown of Shrewsbury in the County of Worcester German Defendant in a plea of the case for that the said Gershom at said Northampton on the twenty ninth day of October last past by his promissory note of hand of that date for value received promised the said Josiah to pay him the sum of eight pounds lawful money which is equal to twenty six dollars sixty six cents and two thirds of a cent on demand. Yet the said Gershom the threats often suggested hath never paid the same or any part thereof but hitherto has and still does unjustly neglect and refuse to do it to the damage of the said Josiah the sum of Fifty Dollars. — And the Plaintiff appears here in Court and the defendant the three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Josiah recover against the said Gershom the sum of twenty two dollars and six cents damages and costs of suit taxed at Doll. 9. 21. and thereof &c. —

Josiah Benton
Gershom Brown
Part. 164 1797.

Exs. ismpt Part. 21. 1797. —

Assemblys execs. Samuel Ellithorpe of Stafford in the County of Tolland in the State of Connecticut Administrator on the estate of Sarah Thresher late of said Stafford deceased, that the estate of said deceased is insolvent, and that there is a tract of Land lying in Mumfson in said County of Hampshire inventoried at forty eight dollars whereof the said Sarah died seised and it is necessary the same be sold for the payment of her debts and charges of administration and oblige your petitioners therefore pray your honours to license him to sell the whole of said real estate for the purpose aforesaid. — Which petition being here read in Court together with the declaration of the said Samuel, being first sworn in Court, that the estate of the said Thresher mentioned in said petition is insolvent and that it necessary her real estate should be sold for the purposes mentioned in the petition — it is considered by the Court that the prayer of the petition be granted and the said Samuel be empowered to make sale of the whole of the real estate of said deceased in Mumfson aforesaid by first advertising the time and place of such sale thirty days previous thereto in Springfield Newspapers — and observing the directions of the law relating to such sales —

Sarah Thresher ad.
petitor for sale real estate
& order thereon
Part. 167 1797

Daniel —

Dan^l Lamb Junr.

Aaron White

Jan^y. 169/1797

Daniel Lamb Junr. of Southadley in the County of Hampshire Gentleman
Plaintiff v. Aaron White of Northampton in the same County Yeoman Defendant
in a plea of the case for that the said Aaron at said Southadley on the eighteenth day
day of January in the year of our Lord one thousand seven hundred and ninety six
by his Note under his hand of that date for value received promised said Daniel to pay
him or his order Twenty Dollars and seventy Cents within ten days from the date of said
Note with the lawful interest for the same till paid - Yet the said Aaron the often
times requested hath never paid said sum but wholly refuses so to do - to the damage
of the said Daniel Twenty nine Dollars - The Plaintiff now here appears -
and the defendant the three times called to come into Court makes default of his
appearance here - wherefore it is considered by the Court that the said Daniel do
recover against the said Aaron the sum of Twenty nine Dollars and seventy five
Cents damages and Costs of suit taxed at five Dollars and eighty one Cents and
thereof &c

Ex^o issued Jan^y 30. 1797.

Daniel Chapman

Wm^o N. Taylor

Jan^y. 174/1797.

Daniel Chapman of East Haddam in the County of Middlesex and State
of Connecticut Yeoman Plaintiff v. William Taylor Junr. Gent^o and Nathan
Taylor Yeoman both of Southadley in the County of Hampshire Duff^o in a
plea of the case for that the said William and Nathan at said Southadley on the
thirtieth day of August in the year of our Lord one thousand seven hundred and ninety
six by their Notes under their hands of that date for value received promised
the said Daniel to pay him five pounds six shillings and five pence, equal to
Twenty nine Dollars and seventy four Cents in sixty days from the date of said Note
with lawful interest for the same till paid - Yet the said William and Nathan
the three often requested have ever either of them paid the same, but refuse so
to do to the damage of the said Daniel the sum of Twenty seven Dollars -
And the plaintiff appears here in Court and the defendant the three times
called makes default of his appearance here - wherefore it is considered by the
Court that the said Daniel recover against the said William and Nathan
the sum of eighteen Dollars and twenty four Cents damages and Costs of
suit taxed at Doll. D. 21. and thereof &c.

Ex^o issued Jan^y 30. 1797.

Dan^l Lamb Junr.

M. & P. Pomeroy

Jan^y. 179/1797.

Daniel Lamb Junr. of Southadley in the County of Hampshire Gentleman
Plaintiff v. Medad Pomeroy Yeoman and Phobus Pomeroy Yeoman both of
Northampton in the same County Defendants in a plea of the case for that
the said Medad and Phobus at said Southadley on the thirtieth day of
November in the year of our Lord one thousand seven hundred and ninety
one by their note under their hands of that date for value received promised
the said Daniel to pay him Twelve pounds, equal to forty Dollars on demand
with lawful interest for the same till paid - Yet the said Medad and Phobus
the three often requested have never either of them paid the same but wholly
refuse so to do, to the damage of the said Daniel Thirty five Dollars -
And the Plaintiff appears and the defendant the three times called to come into
Court makes default of his appearance here - wherefore it is considered that
the said Daniel recover against the said Medad and Phobus the sum of
Sixteen Dollars and ten Cents damages and Costs of suit taxed at Doll. D. 23.
and thereof &c.

Ex^o issued Jan^y. 30. 1797.

Elisha King

Elijah Blackman

Jan^y. 183/1797.

Elisha King of Blandford in the County of Hampshire Labourer Duff^o v.
Elijah Blackman of Lechliffe in the County of Hampshire Gent^o Duff^o
for this for the - Whereas the said Elisha King at a Court of Common
pleas holden at Northampton within and for said County of Hampshire
on the third Tuesday of May in the year of our Lord one thousand seven hundred and
ninety seven

six by the consideration of the Justice of the same Court reversed Judgment against Joseph Henry of Chester in the County of Somerset for the sum of twenty one Dollars and forty two Cents damages and seven dollars and fifty one Cents costs of suit, which the said Joseph convicted as by the record of the same judgment remaining in our said Court more fully appears, and Judgment thereof was rendered and Execution for the damages and costs aforesaid in due form of Law was granted thereon to the said Elisha bearing date the twenty sixth day of May in the year of our Lord one thousand seven hundred and ninety six, directed to the Sheriff of our said County of Hampshire, his deputy or the Constable of Chester in said County and returnable into the Clerk's office of our said Court in three months then next after the date of the said Execution, which said Writ of Execution, was there afterwards on the same twenty sixth day of January May aforesaid and before the return day thereof committed to Benken Whorfield a Constable of the said Chester to be by him executed and returned according to Law and afterwards to wit on the twenty fifth day of August in the same year of our Lord the said Benken Whorfield then being Constable of said Chester as aforesaid and return of the same writ of Execution into the Clerk's office of our said County with his indorsement thereon in the words and figures following to wit. Hampshire Chester August 25th 1796. By virtue of this execution I have made diligent search and not being able to find goods chattels or lands belonging to the within named Josephs neither his body in my power in the life of this execution therefore I return this execution wholly unsatisfied. Benken Whorfield Constable of Chester." as by the said Writ of Execution and the indorsement thereon remaining on file in the Clerk's office in our said County more fully appears. — And the said Elisha avers that the said Joseph hath avoided and that the same Judgment yet remains in full force not satisfied reversed nor annulled, and whereas hitherto when the said Joseph was taken by virtue of the original writ on which the said Judgment was rendered, to wit on the twelfth day of April in the year of our Lord seventeen hundred and ninety six Elijah Blackman of said Chester Gentleman by his bond of that date to the said Benken then being Constable as aforesaid of said Chester, under his the said Elijah Blackman's hand and seal and by him well executed, become and was Bail and surety for the said Joseph Henry upon the said original Writ not only for his the said Joseph's appearance at the Court to which the said Writ was returnable, to wit at the Court of Common pleas holden at Northampton in and for our said County of Hampshire on the third Tuesday of May last past and answering to the said Elisha on his plea in the said original Writ declared but also for his the said Joseph's abiding the Judgment thereon and not avoiding as by the said Bail bond in Court to be produced appears. Nevertheless he did not at the said Court when & where the said original Writ was returnable to wit at the said Court of Common pleas holden at Northampton within and for the said County on the third Tuesday of November in the Year of our Lord one thousand seven hundred and ninety six nor did he answer to the plea of the said Elisha therein contained, nor has he anyway abided or performed the Judgment aforesaid of our said Court thereon but hath avoided and a return of non est inventus hath been duly made on the execution aforesaid issued against the said Joseph on the same Judgment as aforesaid and the same remains wholly unsatisfied as we have heard from the suggestions of the said Elisha and he hath supplicated Us to provide a remedy for him in this behalf We willing that Justice be done in the premises Command you that you make known to the said Elijah Blackman that he appear at this term to shew cause if any he has why the said Elisha ought not to have his execution against the said Elijah for his damages and costs aforesaid and the cost of this said Writ of execution which was granted to the said Elisha as aforesaid in said Judgment against the said Elijah which the said Elisha saith was twenty five cents and further to do and receive that which our said Court shall then and there consider concerning him the said Elijah — And the said Elisha appears here in Court and the said Elijah the

three times called to come into Court on his default of his appearance here. Wherefore it is considered by the Court that the said Elsie recover against the said Elijah the sum of twenty six dollars and eighteen cents damages & Costs of suit taxed at Doll. 7. 91 and thereof &c.

Ex. granted Jan/21. 1797.

Reuben Bates of Chester in the County of Hampshire Plff vs
Obadiah Chapin of Granville in the County of Hampshire Defendant in a plea of trespass on the case for that whereas the said Obadiah at West field in said County on the thirteenth day of March in the year of our Lord one thousand seven hundred and ninety six by his promissory Note of hand of that date for Value received promised the said Reuben to pay him the sum of twenty six dollars and seventy four cents by the first day of October then next with use meaning with Interest full price &c. Yet the said Obadiah the thence after requested and the time of payment is long since past has not performed his said promise but neglects it and refuses so to do to the damage of the said Reuben Fifty dollars. And the Plaintiff now here appears in Court and the defendant the three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Reuben do recover against the said Obadiah the sum of Twenty eight dollars and eight cents damages and Costs of suit taxed at Doll. 7. 70 & thereof &c.

Ex. granted Jan/21. 1797.

James Johnson
vs
Azariah Mitchell
Jan/7 (1805) 1797

Jonas Johnson of Blanford in the County of Hampshire Plff vs
Azariah Mitchell of Russell in the same County German in a plea of the case for that the said Azariah at said Russell on the fourth day of June last past by his promissory note of hand of that date for Value received promised one Levi Chapman to pay him or his order the sum of twenty three dollars and thirty four cents L. M. meaning lawful money by the fifteenth day of December then next now past - and the said Levi there afterwards to wit on the same day and before the said note became payable by his indorsement on the back of said note his proper hands being subscribed thence for Value received ordered the Contents of the same note then wholly due and unpaid to be paid to the Plff. and then and there delivered the said note so indorsed to the Plaintiff, whereof the said Azariah there immediately had notice to wit the same day and year aforementioned - by reason of which promise the said Azariah became and was liable to pay the contents of the note of said Levi to the Plff according to the tenor and effect of the same note and the said indorsement and being so liable he the said Azariah then and there in consideration thereof affirmed on himself and faithfully promised the Plaintiff to pay him the same Contents of said note according to the tenor and effect thereof and the indorsement aforesaid - Yet the said Azariah the after next day hath never paid the Contents of said note or ever fulfilled his promise aforesaid but neglects and refuses so to do - to the damage of the said Jonas (forty dollars) and the Plff appears and the Defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered that the said Jonas recover against the said Azariah the sum of twenty three dollars and forty six cents damages and Costs of suit taxed at Doll. 6. 80. & thereof &c.

Ex. granted Jan/21. 1797.

To the Sheriff of the County of Hampshire

James Cox
vs
Aaron Cox
Jan/7 (1809) 1797

We command that you seizing an red and white cow belonging to James Cox of Granville in the County of Hampshire German now distrained or impounded by Aaron Cox one of the Constables of said Granville and a deputy Sheriff under the power Matteson Junr Esq. Sheriff of the County of Hampshire in Nathaniel Batchelor in said Granville and her deliver unto the said Aaron Cox, provided the same is not taken and detained upon main process account of distress or execution as the property of the said James Cox and furthermore said Aaron Cox that he appear here in Court to answer to the said James Cox

For in a plea of replication for that the said Aaron Cox on the twenty second day of December instant at a place called the Derron lot in Granville of said county lawfully took and impounded the said Cox and the James unjustly detained to this day to the damage of the said James for thirty Dollars - provided &c. And the Plaintiff appears here in Court - and the Defendant three times called to come into Court makes default of his appearance here - wherefore it is considered by the Court that the said James recover against the said Aaron his costs of suit taxed at eight Dollars and twenty three cents and thereof &c.

Essex Court Jan^y. 21. 1797.

George Codrins Peter Ludlow and George Codrins Bank all of the City, County and State of New York Merchants and joint dealers in trade under the Names and Names of Codrins Ludlow and Company. Plffs. v. Samuel Flowers of West Springfield in the County of Hampshire Esq. in a plea of the case for that the said Samuel at said West Springfield on the twelfth day of March in the Year of our Lord one thousand seven hundred and ninety six by his Note in writing under his hand of that date for value received promised the Plffs. in the names and firm of Codrins Ludlow & Co. to pay them or order two hundred and ten pounds fifteen shillings and seven pence meaning of the state of New York which is equal to five hundred and twenty six Dollars and twenty four Cents on demand with Interest from the first day of January last past until paid yet the said Samuel the often requested hath never paid said sum or performed his promise of said aid but ought so to do to the damage of the said Codrins Ludlow & Co. the sum of seven hundred Dollars - And the Plffs. appear and the Defendant three times called to come into Court makes default of his appearance here - wherefore it is considered by the Court that the Plffs. do recover against the said Samuel the sum of three hundred and ninety seven Dollars and thirty three Cents damages and costs of suit taxed at Doll. 7. 65 and thereof &c.

Codrins Ludlow & Co.
Samuel Flowers
Jan^y 19/01 1797

Essex Court Jan^y. 22. 1797.

Reuben Foster of Whitestown in the County of Herkimer and State of New York Yeoman Plaintiff v. Abraham Butterfield of Chateaugay in the County of Hampshire Yeoman Defendant in a plea of Covenant broken for that to wit that the said Abraham at Whitestown to wit at Northampton aforesaid on the seventeenth day of December in the year of our Lord one thousand seven hundred and ninety five by his certain writing sealed with the Seal of the said Abraham and in Court to be produced bearing date the same day and year aforesaid did promise the said Reuben Foster to pay him or his order thirty pounds New York currency which is equal to seventy five Dollars on or before the first day of April then next - yet the said Abraham the often requested hath not paid the said sum or any part thereof to the said Abraham Butterfield hath not performed but broken the Covenant aforesaid and hath wholly refused and still doth refuse to perform it - to the damage of the said Reuben Over hundred & twenty Dollars - And the Plff appears and the Defendant three times called makes default of his appearance here wherefore it is considered by the Court that the said Reuben recover against the said Abraham the sum of Eighty Dollars and seventy cents damages and costs of suit taxed at Doll. 8. 35 and thereof &c.

Reuben Foster
Abm^l Butterfield
Jan^y 19/06 1797

Essex Court Jan^y. 23. 1797

Oliver Phelps Esq
v.
Ephraim & Elijah Bundy
Jan 7/1798/1797

Oliver Phelps of Suffield in the County of Hartford and state of Connecticut Esq. Plaintiff v. Ephraim Bundy and Elijah Bundy both of Northampton in the County of Hampshire Yeomen. defendant in a plea of the case for that the said Ephraim and Elijah at said Northampton on the 22 of July in the year of our Lord 1743 by their note of that date for value received promised the Plff to pay him or order Lt. Lawful money equal to Fifty Dollars worth of good well fattened beef cattle on the tenth day of October in the year of our Lord 1796 with Interest - and the Plff avers he hath ever been ready to receive said cattle agreeable to the tenor of said note. yet the Def^t the often requested have never delivered said cattle or paid the contents of said note but unjustly neglect and refuse so to do. to the damage of the said Oliver the sum of one hundred Dollars - And now at this time neither of the parties appearing this action is dismissed.

Jonathan Dwight Esq
v.
Aaron White
Jan 7/1799/1797.

Jonathan Dwight Esq. and James Dwight Merchant both of Springfield in the County of Hampshire Plaintiffs v. Aaron White late of South Hadley in the same County Yeoman. defendant in a plea of the case for that whereas the said Aaron at Springfield aforesaid on the thirtieth day of November in the year of our Lord seventeen hundred and ninety five by his promissory note under his hand of that date for value received promised the plffs by the name of Jonathan Dwight and son to pay them or their order fifteen dollars and fifty four cents on demand with the lawful interest for the same sum till paid. yet the Def^t often requested hath never paid the Plffs or either of them the same sum but unjustly neglects it - To the damage of the said Jonathan and James the sum of twenty dollars - and the Plffs appear and the defendant the three times called to come into Court under default of his appearance here wherefore it is considered that the said Jonathan and James do recover against the said Aaron the sum of eighteen dollars and ninety eight cents damages and costs of suit taxed at Doll. 4- 67 and thereof &c -

Robert Bailey
v.
Ephraim Chapin
Jan 7/200/1797

Ex^o p^{te} Jan 7. 20. 1797.
Robert Bailey of Wilbraham Yeoman and Ephraim Chapin of Ludlow Gent^l both in the County of Hampshire. and parties to a rule entered into and duly acknowledged agreeable to the statute in such cases provided now apppeared in Court, and the referees by the said Robert Bailey and Ephraim Chapin mutually chosen as aforesaid send hereto Court their award as follows viz that the said Ephraim Chapin pay unto the said Robert Bailey & that the said Robert Bailey have and recover of the said Ephraim Chapin the sum of seventeen dollars and ninety two cents damages and costs of reference taxed at seventeen dollars and fifty seven cents and costs of Court to be taxed by the Court. and this to be a final end of all contention and disputes subsisting between the said parties - W^m Symonds Thomas Dwight, Israel Chapin. assess. which award being read herein Court the same is accepted. Wherefore it is considered by the Court that the said Robert do recover against the said Ephraim the sum of seventeen dollars and ninety two cents damages and costs of suit taxed at twenty three dollars and eighty eight cents and thereof &c.

Commonwealth
v.
John Winchell the younger
Jan 7/200/1797.

Ex^o p^{te} Jan 7. 22. 1797.
Commonwealth of Massachusetts v. John Winchell the younger. Whereas John Winchell the younger late of West Springfield in the County of Hampshire Yeoman on the twenty third day of May last past at West Springfield aforesaid before Abraham Benbank Esq. one of the

Justices of the peace for the said County of Hampshire appeared and acknowledged himself indebted to us in the sum of sixty dollars to be paid of his goods or Chattels, lands or Tenements and in want thereof upon his body to our use if default should be made in the performance of the condition following to wit that if the said John should personally appear before the Justices of our Court of general sessions of the peace to be holden at Northampton within and for said County of Hampshire on the Monday next preceding the first Tuesday of September then next to answer to such matters and things as should be objected against him on behalf of this Commonwealth more especially to a presentment found against him by the Grand Jurors for the body of said County for feloniously stealing eight hundred of Hay of the goods of James Upham, and should do and receive that which by said Court should then and there be enjoined upon him and not depart without license then the above recognizance to be void otherwise should remain in full force, and whereas afterwards at our said Court of general sessions of the peace which was holden at said Northampton on the Monday next preceding the first Tuesday of September last past the said John Winchell the younger being then and there times solemnly called to come into Court did not appear but made default thereof and did not abide the order of the Court as by the records and proceedings thereof in our said Court still remaining and an authentic copy thereof in our Court of Common Pleas to be produced manifestly appears - and by the default of said the said sum of sixty dollars is forfeited to us and hath since been paid but still remains due and to be paid as aforesaid to our use - and we being willing that the sum so due should be speedily paid and satisfied as justice requires Command you that you make known to the said John that he appear before our Court of Common Pleas to be holden at Northampton within and for the said County of Hampshire on the Monday next preceding the second Tuesday of January next to shew cause if any he has why he ought not to have Execution against him the said John for the sum of sixty dollars for forfeited to us as aforesaid and Costs of Suit and further to do and receive what our said Court shall then and there consider concerning him as this behalf. -

Caleb Strong Esq. appears on the behalf of the Commonwealth and the said John the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that a Writ of Execution do issue against the said John of his goods or Chattels, lands or tenements or in want thereof of his body the said sum of sixty dollars debt and Costs of suit to be paid at Doll. 8 - 3s.

Ensigned Jan^y 7th 98. 1797. —

To the Sheriff &c.

Whereas John Winchell otherwise called John Winchell the elder of West Springfield in our said County of Hampshire on the twenty third day of May last past at West Springfield aforesaid before Abraham Burbanks Esquire one of the Justices of the peace for the said County of Hampshire personally appeared and acknowledged indebted to us in the sum of sixty dollars to be paid of his Goods or Chattels, lands or tenements and for want thereof upon his body to our use if default should be made in the performance of the condition following to wit that if John Winchell the younger of said West Springfield should personally appear before our Justices of our Court of general sessions of the peace to be holden at Northampton within and for said County on the next preceding the first Tuesday of September then next to answer to such matters and things as should be objected against him on our behalf more especially to a presentment found against him by the grand inquest for the body of said County for feloniously stealing eight hundred of Hay of the goods of James Upham, and should do and receive that which by said Court should then and there be enjoined upon him and not depart without license then the above recognizance to be void, otherwise should remain in full force, and whereas afterwards at our said Court of general sessions of the peace holden at Northampton on S. Monday next preceding the first Tuesday in September the said John

Commonwealth
of
John Winchell, Esq.
Jan^y 20th 1797.

Wherein the younger being then and there three times solemnly called to come into Court did not appear, but made default thereof and did not abide the order of said Court as by the record and proceedings thereon in our said Court shall seem-
 ing manifestly appear - and by the default of our said the said sum of Sixty dollars is forfeited to us and hath not been paid but still remains due to be lived in manner as aforesaid to our use and We being aiding that the sum so due should be speedily paid and satisfied as Justice require Command you that you make known to John Win-
 chel the elder that he appear before our Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Monday next preceding the second Tuesday of January next to show cause if any he has why execution do -
 Caleb Strong Esq. appears on the behalf of the Common wealth, and the d^r John the three times called to come into Court make default of his appearance here - Wherefore it is considered by the Court that a Writ of Execution do issue against the said to be lived of his goods or Chattels, Lands or tenements or for want thereof upon his body for the said sum of Sixty Dollars debt and Costs of Suit taxed at Four dollars & thirty five Cents. *22nd Jan^y 1797*

Amaziah Darrow

Rhoda Rhoades &c.

Jan^y 1205/1797.

Amaziah Darrow of Norwich in the County of Hampshire Esquire
 plaintiff v. Rhoda Rhoades spinster and Joseph Rhoades Esquire both of Norwich in the same County Defendants in a plea wherein the d^r Amaziah demands against the said Rhoda and Joseph the Tract of land hereafter mentioned and defendants with the appurtenances lying in Norwich aforesaid which same tract of land is bounded westerly on the river called the Westfield river & northerly partly on said river and partly on land called Rhos Land and east on the land so called and south on land hereafter sold to Bethiah Everett the same being part of the farm on which Zebulon Fuller late of said Norwich deceased last lived and was set off to the said Zebulon's widow for her right of dower in said Zebulon's estate which same tract of land with the buildings thereon and the appurtenances, the said Amaziah claims as his right of inheritance and whereinto the said Rhoda & Joseph have not entry but by disseisin by them unjustly and without Judgment committed within twenty years now last past and also upon the said Amaziah says that he within twenty years last past in a time of peace was seized of the lands above described with the appurtenances in his demesne as of fee & right taking the profits thereof to the value of Ten dollars by the year and whereinto the said Rhoda and Joseph have not entry but by the disseisin aforesaid by them unjustly and without Judgment committed within the said term of twenty years last past and whereby the Amaziah complains and says that the said Rhoda and Joseph still deforcest him and holds him out therefrom to the damage of the said Amaziah One hundred Dollars - And the said Amaziah appears And the defendants the three times called make default of their appearance here - Wherefore it is considered by the Court that the said Amaziah recover possession of the demanded premises with the appurtenances and Costs of Suit taxed at Twenty four Dollars & four Cents and Three Shillings.

Writ of Possession iss^d. Feb^y 3^d 1797.

Philip Phillips

John Alden

Jan^y 1208/1797

Philip Phillips of Ashfield in the County of Hampshire Esquire and John Alden of the same Ashfield Esquire, parties in a Rule entered into for referring all demands, and duly acknowledged according to the statute in such cases by law provided - appear here in Court - and the referees mutually chosen as aforesaid by the parties aforesaid, to wit Edward Longley Esq. Malachi Maynard and John Ellis send into Court their award as follows - to wit "After having heard the parties their several pleas proofs and allegations & maturely considered the same do award and determine that the said John Alden do recover against the said Philip Phillips Esq. eighteen dollars Damage and Cost of Reference taxed at \$oll. 30.70." which report and award being read it is considered by the Court that the same be not accepted

Jerusha Leonard of West Springfield in the County of Hampshire being women
 and Gideon Leonard of the same West Springfield Gentlemen parties to a rule
 of reference interdict into and duly acknowledged according to the statute by law
 provided, appeared in Court and the referees by the said Jerusha & Gideon
 mutually chosen send here into Court their awards as follows vizt. The same
 being in writing under their hands? " After hearing the parties in their pleas,
 proofs and allegations and duly examined the same as awards and determined
 that the said Gideon Leonard pay to the said Jerusha Leonard two dollars and
 fifty cents and that the said Jerusha pay her own costs and the said Gideon
 Leonard his own cost? which award being read and considered by the Court
 the same is accepted - Wherefore it is considered by the Court that the said
 Jerusha recover against the said Gideon the sum of Doll. 2. 50. damages -

Jerusha Leonard
 Gideon Leonard
 Jan'y 7/213/1797.

Humbly Shewt Daniel Smith Junr. Administrator on the estate of Daniel
 Rice late of Belchertown in said County deceased. that at the Court of Common
 Pleas begun and holden at said Northampton on the second Tuesday of Jan'y 1796
 he obtained an order of said Court empowering him to sell real estate of sd. deceased
 1 the personal estate being expended to the amount of One hundred & forty nine
 dollars for payment of debts &c since which time other demands have arisen
 against said estate to the amount of One hundred and seventy nine dollars. Your
 petitioner therefore prays license to so much of the real estate of said deceased
 as will produce said sum of \$179 Dollars and incidental charges -
 which petition being read together with a Certificate from the Judge of Probate
 for said County certifying the truth of the facts contained in said petition, and
 that in his opinion it is necessary so much of the real estate of sd. deceased should be
 sold as will produce said sum and charges - it is considered by the Court that
 the said Daniel be empowered to make sale of so much of the real estate
 of said deceased as will produce the sum of One hundred & eighty three
 Dollars, he advertising the time and place of such in the Hampshire
 Gazette thirty days previous to such sales and observing the rules and
 regulations of the Law relative thereto

Daniel Smith Adm'r
 Petition for sale real
 Estate & order -
 Jan'y 21/1797.

Messrs William Jones of Amherst and David Heald of Northampton
 Esqrs in the County of Hampshire were admitted ^{at this term} to the united States
 to be Attorneys in this Court - and the Oaths of Allegiance &
 this Commonwealth and also the Oaths of Office were administered
 unto them in Court - and they produced in Court receipts from the
 County Treasurer whereby it appears they have paid the duties requir-
 ed by Law &c.

The foregoing Judgments orders &c being made and entered upon
 manner as aforesaid and the Court was adjourned without day.
 Attest Robt Welch Cler.

Commonwealth of Massachusetts.

At the Court of Common Pleas holden at Northampton within and for the County of Hampshire on the Monday next preceeding the third Tuesday of May being the fiftenth day of said Month and from day to day to the twenty second day of the same Month in the Year of our Lord one thousand seven hundred and ninety seven

Justices of said Court present.

John Bliss Esq.

Sam^r Mathes Esq.

Asst. Burleighs Esq.

Wm. Pynchon Esq.

Special Justice.

Jury of Trials

Benben Cooley, Foreman - Greenwich

Eliza Hubbard - Sunderland

Samuel Page - New Salem

John Spencer - Middlefield

Abner Sheldon - Southwick

Asa Culver - Blanford

Gate Cooke - Hadley

Tim^r Groun - Amherst

Colton Ely - West Springfield

Unish Martinell - Greenfield

Eldad White - South Hadley

Samuel Taylor Jun^r - Northampton

Elijah Matheson absent - Northfield

Seth Smith - excused - Holland

Tom Smith excused - Belchertown

John Bridges excused - Springfield.

Tillotson
vs
Tillotson
Sept. 1794/ 1794.

Jonathan Tillotson of Granville in the County of Hampshire Plff
vs Abel Tillotson of the same Granville Yeoman defendant in a
plea of trespass on the case for that &c. This action at commenced at
September term 1794 and continued from term to term to this time,
when the Plaintiff deceased the action is discontinued

Hubbard & Hall
vs
Whittemore
May. 1795/ 1795

Giles Hubbard Yeoman John Montague Yeoman and Simon
Cooley Gentlemen all of Sunderland in the County of Hampshire
Plaintiffs vs ^{See Daniel Whittemore} ~~Asa Lyon~~ of Sunderland in the same County ~~Esq.~~
on a Writ of fieri facias as is at large set forth in the writ on file.
This action entered at May term 1795 and continued from term
to term until the present time - and now at this time the Plff^s
being three times called to come into Court on the default of their
appearance here - and the defendant appears and prays his costs
may be allowed him - wherefore it is considered by the Court that the
said Asa Lyon recover against the said Daniel his costs taxed at

Thompson vs.
Jones -
Sept. 1796/ 1796.

Benjamin Thompson of Ware in the County of Hampshire
Yeoman Plff vs Joseph Jones of Warton in the County of Worcester
Esq. Defendant - in a plea of the case for that the said Jones at Ware
on the thirtieth day of March in the year of our Lord seventeen hundred
and ninety in consideration that the said Thompson before that time at
the special instance and request of the said Jones had delivered to him a
promissory note of hand signed by one Sabin Upham dated the sixteenth
day of October in the year of our Lord seventeen hundred and seventy six for

the sum of Ten pounds & ten shillings Lawful money on interest payable to the said Thompson. promised the plaintiff to return said note to him on or before the first day of June then next or to his next cattle to the full value of the contents of said note - now the plaintiff avers that he was on the first day of June and ever has been since ready to receive of said Jones the said Note or the value of the contents thereof in neat Cattle - yet the said Jones the on the first day of June and often since thence by the Jff suggested that never returned said note to him or paid the value of the contents thereof in neat Cattle or in any other way but neglects to do either - also for that the said Jones at said time on the first day of August instant was justly indebted to the Jff in the sum of twenty two pounds Lawful money for the like sum of Money before that time had and received to him the said Thompson the and being so indebted to the said Jones then & there in consideration thereof promised the Jff to pay him the like sum of like money upon demand yet the said Jones the often thence suggested by the plaintiff hath never paid him the same but neglects it - to the damage of the said Thompson thirty pounds. This action entered at September term 1795 and continued from term to term until the second Tuesday of January 1796. - and now the Jff appears by Henry Merryck Esq. his Attorney and the Jff by Peter Upsham Esq. his Attorney and they agree to refer this case to the judgment and determination of Messrs. Park Holland and Selley Just for & David Leonard the awards of three or any two of them to be final. to be returned to this Court. Judgment to be made up and Execution issued accordingly which agreement of the parties is made the rule of this Court in this case - and the action continued to the third Tuesday of May then next - At which term the parties appear and the referees aforesaid send here into Court their award in writing which being read in Court and the same being objected to it is thereupon considered that the said Award be not accepted but that it be recommitted to the referees aforesaid for their reconsideration &c. - after which this action was continued from term to term unto Jan'y term 1797. and now the parties aforesaid appear and agree that James Fish Esq. be one of the referees in the room of David Leonard who is absent - which is approved of by the Court - after which the action was continued to this Term - And now at this time the referees aforesaid send here into Court their award in writing under their hands in the Words following to wit. After having given due Notice to each of the parties and after hearing all the evidence, proofs pleas and Allegations of the parties and duly considering the same do award and determine that the said Benjamin Thompson has not supported his declaration and that the said Joseph Jones answer against him said Benjamin Thompson Costs of Reference taxed at Twenty one dollars & ten Cents. Costs of Court to be taxed by the Court." Which award being read in Court the same was accepted. Wherefore it is considered by the Court that the said Joseph recover against the said Benjamin his Costs taxed at forty four Dollars & twenty three Cents and thereof &c.

Examined May 24. 1797.

Joseph Shearer of Pittsfield in the County of Berkshire Gent^l vs. the Administrators of Elijah Dwight late of Belchertown in the County of Hampshire Gentlemen, deceased Defendants in a plea of Truissops on the case for that &c. This action was entered at September term one thousand seven hundred and ninety five and continued from term to this present term - and now at this time the parties the three times called to come into Court make default of appearance here. Wherefore this action is dismissed

Shearer
vs
Dwight's Adm^{rs}

William Ashley
vs
Gilbert Donch
Jan^y. 13/1796.

William Ashley of Westchelp in the County of Hampshire Yeoman plaintiff
vs Gilbert Donch of Hopkinton in the County of Middlesex Esq. Def^t in a plea
of trespass on the case for that whereas the Gilbert at Northampton aforesaid on
the first day of December instant was justly indebted to the said William in the
sum of fifty seven dollars thirty nine Cents for so much money then before that time at
the special instance and request of the said Gilbert by the said William paid laid
out and expended for him the said Gilbert, and being so indebted by the said
Gilbert Donch there afterwards on the same in consideration thereof took upon
himself and promised the plaintiff to pay him the same sum whenever afterwards
he should be thereto requested. Also for that whereas the said Gilbert afterwards
on the same day was justly indebted to the plaintiff in other sum of Fifteen dollars
and fifty Cents for various labours and services then before that time by the said William
for the said Gilbert at his special instance and request done and performed & being
so indebted the said Gilbert then and there promised the plaintiff to pay him the
same last mentioned sum on demand. Also for that whereas the said Gilbert at
Northampton aforesaid on the first day of December instant was justly in-
debted to the said William in one other sum of Eighty Dollars for the
like sum then before that time by the said Gilbert to the said Plaintiff had &
received and being so indebted the said Gilbert in consideration thereof then
& there promised the plaintiff to pay him the last mentioned sum on demand.
Yet the often thereto requested said Gilbert hath never paid either of the sums
or any part thereof but unjustly neglects it - to the damage of the said William
the sum of Eighty Dollars. This action entered at Jan^y. term 1796. when
the plaintiff appeared and the defendant the three times publicly called
to come into Court made default of appearance here. Whereupon it was
considered by the Court that this can be continued for judgment untill the
next term of this Court - the plaintiff agreeing that if the defendant should
then appear and pay the costs up to the then next term that the default might
be taken of and the defendant might have a trial. at which time the parties
aforesaid appeared in Court and agreed to refer this case to the judgment and
determination of Samuel Fowler Esq. Mess^{rs} Abel Whitney and Philip Morley
the award of them or any two of them to be final to be returned into this Court
Judgment to be made up and execution issued accordingly. which agreement
of the parties is made the rule of this Court - after which the action was con-
tinued from term to term untill the present time. and now at this time the
Juries aforesaid send here into Court their award in writing as follows.
We the subscribers, having notified the parties and heard their several
pleas allegations and proofs and the materials we had to throw light
on the case do award, adjudge and determine that William Ashley the
plaintiff do recover of the said Gilbert Donch Eighty two dollars
damages and twelve dollars and forty five Cents the costs of this reference
the costs of Court to be taxed by the Clerk which award being here read
in Court the same is accepted. - The plaintiff remits and releases two dollars
in the damages awarded on the record and will take Judgment only for eighty
Dollars damages. by George Pitts his attorney. Wherefore it is considered by
the Court that the said William recover against the said Gilbert the sum
of Eighty Dollars damages and his costs of suit taxed at thirty six dollars
and fifty Cents and thereof &c.

Ex^{ca} issued May 23^d. 1797

Walter Bush of Westfield in the County of Hampshire Yeoman Appellant v. Henry Tudor of the same Westfield Sadler Appellee in an action wherein the said Henry Tudor was plaintiff and the said Walter Bush defendant, in a plea of trespass on the case for that the said Walter at said Westfield on the twenty first day of October in the year of our Lord Bush app. Tudor app. one thousand seven hundred and ninety five by his note in writing under his hand of that date for value received promised the said Tudor to pay him Ten bushells of rye within twenty days (meaning from the date) and meaning to pay Interest well paid; and the said Tudor avers that the same rye was then and there well worth the sum of five shillings and six pence lawful money by the bushell equal to Ninety one cents and six mills, amounting in the whole to Nine dollars sixteen cents and six mills. and the Plaintiff further avers that he hath ever been ready to receive the said rye according to the tenor of the said Note - Yet the said Walter the often requested hath never paid the contents of said Note but unjustly suggests it - to the damage of the said Henry Tudor seven dollars as by Declaration at large on file will appear - And the Appellee appears here in Court and the Appellant the three times called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the Appellee recover against the Appellant seven dollars and sixty six cents damages and costs of suit taxed at Doll. 11. 67 and three of 4.

Ex^{ce} issued May 24. 1797.

James Boies of Granville in the County of Hampshire Trader and David Robinson of the same Granville Gentlemen Plaintiffs v. Calvin Goulds Yeoman and Aaron Bigelow Physician both of the same Granville Defendants in a plea of trespass on the case for that the said Calvin and Aaron at said Granville on the eleventh day of January in the year of our Lord one thousand seven hundred and ninety six offered to sell to said James and David five hundred acres of Land in the townships of Oxford in the province of New Hampshire which the Calvin and Aaron avowed that they were the true and lawful owners of the fee of said lands and that the same was good for tillage and worth five hundred Dollars - and whereupon afterwards the day and year aforesaid at said Granville in consideration that the said James Boies and David Robinson at the special instance and request of said Calvin Goulds and Aaron Bigelow would buy of them the said Calvin and Aaron the said land at and for a large price or sum to wit the price or sum of two hundred and eight dollars & sixty six cents to be then and there paid to the said Calvin and Aaron by said Boies and Robinson they the said Calvin and Aaron then and there undertook & faithfully promised said Boies and Robinson that they the said Calvin and Aaron were the true and lawful owners and possession of said Land and that they had good right and lawful authority to sell the same and that the land was good and suitable for tillage and that it was worth five hundred dollars. and they the said Boies and Robinson in fact with that they confiding in the said promise and undertaking of the said Calvin and Aaron so by them made as aforesaid afterwards to wit on the same day and year aforesaid at said Granville at the special instance and request of said Calvin and Aaron did buy of said Calvin and Aaron said land at and for a large demand or sum to wit for the sum of two hundred & eight dollars and sixty six cents and then and there paid the said Calvin and Aaron the same sum. Yet the said Calvin and Aaron not regarding their said promise and undertaking so by them made as aforesaid, but contriving and fraudulently intending to injure said Boies and Robinson in this behalf did not regard their said promise and undertaking so by them made as aforesaid but craftily and subtilly in this that the said Land at the time of the making said promise and undertaking was not the land of the said Aaron and Calvin nor to them of right belonged neither

Boies & all
v.
Goulds & all
May/33/ 1796.

is the land good or suitable for tillage nor worth few hundreds Dollars. but on the contrary that the same Land was at the time of making the property of one Jagofoff - and that the said Land is mountainous and unfit for cultivation - and that said Land is of little value to any person whatsoever - also for that the said Calvin and Aaron afterwards at said Granville was on the last day of April in the year of our Lord one thousand seven hundred and ninety six was indebted to said Boies and Robinson in the sum of three hundred dollars for the like sum of money by said Calvin and Aaron then before that time had and received, to the use of the said Boies and Robinson and in consideration thereof they the said Calvin and Aaron undertook and then and there faithfully promised the said Boies and Robinson to pay them the same sum whenever after they should be thereto required - Yet said Calvin and Aaron the thereto often requested have not performed either of said promises but unjustly neglect to perform them or either of them to the damage of the said Boies and Robinson Three hundred Dollars. — This action entered at May term 1796 and continued from term to term to the present time. And now the defendants come into Court and desiring to themselves liberty to plead anew on trial of the appeal on his part shall be final for plea says that the declaration of said and the matters in the same contained are insufficient in law for them the said Boies and Robinson to maintain their action against them the said Gould & Bigelow and that the said Gould and Bigelow are not bound by the law of the land to answer thereto and that they are ready to verify - wherefore pray of a sufficient declaration the Defendant Judgment for Joseph Lyman this day. — And the said Boies and Robinson consenting to said reservation reply and say that their declaration is sufficient &c. for John Phelps — All which being by the Court fully understood it appears to the Court that the declaration of the said Boies and Robinson is sufficient — Whereupon it is considered that by the Court that the said Boies & Robinson recover against the said Aaron and Calvin - the sum of three hundred dollars damages and costs of suit taxed at eighty one dollars and eighty two cents. Whereupon the said Aaron and Calvin appeal from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within the County of Hampshire on the last Tuesday of September next and recognize with sufficient securities to prosecute the same to effect.

Hutchinson
vs
Boies.

May. (100) 1796.

Stephen Hutchinson of Whitestown in the County Herkimer and State of New York Complainant Plaintiff vs Samuel Boies of Partidgefield in the County of Berkshire Complainant Defendant. in a plea of the case for that the said Samuel at New Lebanon to wit at Northampton aforesaid on the seventeenth day of March in the year of our Lord one thousand seven hundred and sixty six by his note under his hand of that date made in the presence of two subscribing witnesses for value received promised the said Stephen to pay him the sum of Five pounds lawful money / equal in value to sixteen dollars and sixty six cents at or before the first day of March in the year of our Lord seventeen hundred & seventy five with interest after the said last mentioned date. Yet the said Jonathan the thereto often requested hath overpaid the same but wholly refuses so to do - to the damage of the said Stephen Forty Dollars. — And the said Jonathan comes and defends the wrong & injury wherein and says he did not undertake or promise in manner or form as the said Stephen hath above thereof complained and sought him out of the by prayer trial by the County by Tho: Gould his atty. and the said Stephen doth the like by Jos. & Porter atty. —

And the said Jonathan by his further plea in the premises by leave of the Court and according to the provision of the Law in such cases comes and defends the wrong & Injury shewed and saith that the said Stephen ought not to have or maintain his aforesaid Action thereof against him the said Jonathan because he says that the Cause of Action declared on by the said Stephen did not at any time within the space of six years next before the day of the purchase of the original Writ of the said Stephen against the said Jonathan arise or accrue in manner and form as the said Stephen hath above thereof complained against him the said Jonathan and that he is ready to verify Wherefore he prays Judgment if the said Stephen ought to have or maintain his aforesaid Action against him the said Jonathan and Judgment for his costs occasioned him in the premises

And the said Stephen says that he by any thing by the said Jonathan above in his second plea in pleading alledged ought not to be precluded from having and maintaining his said Action because he says that the plea aforesaid of the said Jonathan above in pleading alledged and the matter therein contained are insufficient in Law and to which he hath no need nor is bound by the Law of the Land to answer all which he is ready to verify - wherefore for want of a sufficient answer on this behalf he prays that his damages and costs aforesaid be adjudged him. J. & Fortescott And the said Jonathan says his second plea above pleaded and the matters therein contained are sufficient to preclude the said Stephen from having or maintaining his aforesaid Action thereof against him wherefore the said Jonathan prays Judgment for his costs &c. by Thomas Gould his Att^y after which the action was continued to the next term and from thence to this time - And now at this time a Jury duly returned and impanelled at this term being sworn to try the issue - on their oaths do say that the defendant did not promise in manner and form as the Plaintiff hath alledged - and the aforesaid plea and pleadings being fully understood it appears to this Court that the plea of the said Stephen is a sufficient answer to the declaration of the said Stephen - wherefore it is considered by the Court the said Jonathan do recover against the said Stephen his costs taxed at Doll. 21. 4. 3 - Whereupon the said Stephen appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of September next - and recognises with sureties to prosecute the same to effect.

Caleb Plitt of Greenwich in the County of Hampshire Gentleman and Moses Colton of Middleborough in the County of Addison and State of Vermont Gentlemen Plaintiffs v. Noah Thompson of Salisbury in the County of Hampshire Gentleman Defendant in a plea that he owes &c. - This Action entered at May Term 1796 and continued from term to term to the present time, and now at this time the parties being three times called to make their appearance here in Court made default wherefore this Action is dismissed -

Plitt & Colton
or
Thompson
May 112/1796

E. Elias Bartlet of Barnardston in the County of Hampshire Gentleman Plaintiff v. Caleb Sheldon of the same Barnardston Gentleman Def. on a Writ of Habeas Corpus - as by the Writ & Declaration at large on file will appear. This ~~particular~~ action entered May term 1796 and continued from term to term until the present time - And now at this time the parties the three times called to come into Court make Default of their appearance here - wherefore this action is dismissed.

Bartlet
or
Sheldon
May 124/1796

David Burr of Long Meadow Gentleman, William Sheldon of Springfield Thysseian. and Sney Colton of Longmeadow Widow all in the County of Hampshire Administrators on the estate of Samuel

Coltons Adm^r
or
Oruit
May 1810/1796

Colton late of Long meadow aforesaid deceased Plaintiff v. Solomon Brentt
 of Stafford in the County of Tolland and State of Connecticut Yeoman in a
 plea of debt for that whereas the said Samuel Brentt in full life before the
 County Court for the County of Hartford and State of Connecticut holden at
 Hartford within and for the County of Hartford by adjournment on the first Tuesday
 of February in the year of our Lord one thousand seven hundred and ninety three
 by the considerations of the Justices of said Court record and Judgment against
 the said Solomon Brentt by the name of Solomon Brentt of Willington in the
 County of Hartford aforesaid for the sum of two pounds ten shillings and three
 pence of lawful money damages and for the sum of eight pounds six shillings
 and six pence of like money for his Costs and Charges by him about his suit
 in that behalf expended. Whereof the said Solomon is convicted, as by the
 record of said Court remaining which said matters manifestly appears, which said
 sum the Plaintiff is agreed to sixty two dollars and eighty cents of an attested
 Copy whereof the Plaintiff have here in Court ready to be produced which said Judg-
 ment remains in full force not reversed, annulled or satisfied and no Ex^{ca}
 hath ever been issued on the same Judgment but the whole of said Judgment
 remains unsatisfied and unpaid thereon action hath accrued to the Plaintiff
 suing as aforesaid to have and demand the aforesaid sum of the said Solomon
 but the said Solomon the often threats suggested hath never paid the
 aforesaid sum or any part thereof to the said Samuel in his life time
 nor to the plaintiff since the decease of the said Samuel but wholly
 denies and refuses to do the same to the damage of the said David
 Williams and Lucy in said Capacity. One hundred and sixty Six
 dollars and fifty four cents damages and Costs of suit taxed Doll. 18.
 & 47 cents and there of &c.

1797. As her thought who was laid for the Ex^{ca} issued May 27. 1797.
 Solomon brings him here into Court and prays he may
 be discharged &c. and the said Solomon is ordered by the Court to be taken into Custody and the
 said action to be chargeable.

Elijah Remington late of Spencer town in the State of New
 York Yeoman plaintiff v. Shinn & Burbank of Granville in
 the County of Hampshire Gent^l defendant in a plea of trespass &c
 as by the Writ and declaration on file will fully appear.
 This action entered May term 1796 and continued from term to term
 to this present time and now at this time the Defendant appears
 and the Plaintiff the three times called to come into Court makes default
 of his appearance here and becomes nonsuit - wherefore it is
 considered by the Court that the Plaintiff do recover against the Defendant his costs
 taxed at Doll. 20-32. and there of &c.

Ex^{ca} issued May 24. 1797.

Ebenezer Hurst of Northampton in the County of Hampshire
 Esq^r plaintiff v. William Broom and Asa Merrill both of
 Charlemont in said County joint dealers in trade Defendants in
 a plea of trespass on the case for that the said William and Asa at
 Northampton on the thirtieth day of December in the year of our
 Lord one thousand seven hundred and ninety five by their note
 in writing under their hands of that date for value received promised
 the said Hurst under the form of Broom & Merrill to pay him on
 demand two hundred and ten dollars and twenty four cents
 with interest after three months missing from the date thereof

Remington
 Burbank
 May 30th 1796.

Hurst Esq-
 Broom & Merrill
 Sep^r 17/1796.

Also for that the said Williams and Aris at said Northampton afterwards to wit on the thirtieth day of December in the year of our Lord seventeen hundred and ninety five by their other note in writing under their hands of that date for value received promised the said Hunt under the firm of Arons and Morrill to pay him on demand two hundred & sixty seven dollars and eight Cents with Interest - Also for that the said Williams and Aris at said Northampton afterwards on the fifteenth day of January last past by their other note in writing under their hands of that date for value received promised the said Hunt under the firm of Arons and Morrill to pay him on demand thirty six dollars and ninety eight Cents with Interest after six Months till paid - Also for that the said Arons and Morrill at said Northampton on the twenty seventh day of February last past being jointly indebted to the said Hunt in the sum of thirteen pounds twelve shillings and six pence equal in value to forty five dollars and forty two Cents for sundry Drugs and Medicines then before that time then sold and delivered by the said Hunt to said Arons and Morrill at their special instance and request in consideration thereof they the said Arons and Morrill under the firm of Arons and Morrill assumed on themselves and to the said Hunt then and there faithfully promised the said Hunt the same sum and the interest thereof till paid & yet the said Arons and Morrill the often Plaintiffs requested have never paid either of their said notes of hand or fulfilled either of their promises aforesaid but unjustly neglect so to do - to the damage of the said Ebenezer Six hundred Dollars -

This action was entered at September term 1796 and continued from term to term until the present term and now at this time the Plffs appear and the Defendants three three times called to come into Court make default of their appearance here. Wherefore it is considered by the Court that the said Ebenezer Hunt do recover against the said William Arons and Ezra Morrill the sum of five hundred and seventy four dollars and forty one Cents damages and Dol. 94. Costs of suit taxed by the Court and thereof &c

Expensed May 31. 1797.

William Little and William Dall both of Boston in the County of Suffolk Merchants plaintiffs v. Silas Brown Junr and Silas Little & Silas Brown Junr both of the district of East Hampton in the County of Hampshire defendants in a plea of Inassess on the case for that the said Silas and Silas Junr at Northampton aforesaid on the seventh day of February in the year of our Lord one thousand seven hundred and ninety five by their note in writing under their hands of that date for value received jointly and severally promised the said Little and Dall to pay them the sum of one hundred and seventy pounds lawful money on demand with Interest till paid, which said sum of one hundred and seventy pounds the said Little and Dall aver to be equal in value to Four hundred and sixty six dollars and fifty seven Cents - Yet the said Silas and Silas Junr the often requested have never either of them paid the contents of said note to the plaintiffs but neglect it to the damage of the said William Little and William Dall Seven hundred dollars -

This action was entered at September term 1796 and continued from term to term until the present term - and now at this time the plaintiffs appear here and the defendants three three times called to come into Court make default of their appearance here. Wherefore it is considered by the Court that the said Little and Dall do recover against the said Silas Brown & Silas Brown Junr six hundred and forty four dollars & fifty eight Cents damages & costs of suit taxed at Dol. 10. 32 & thereof &c

Expensed May 30. 1797

Tiffany
or
Buckman
Sept. 28/1796

Sylvester Tiffany of Lonsbury in the County of Rensselaer and State of New York Gentleman plaintiff v. Thomas H. Buckman of Shutesbury in the County of Hampshire Gentleman Defendant in a plea of the case for that whereas the said Samuel at Greenfield aforesaid on the day of the purchase of this West was justly indebted to the said Sylvester in the sum of Eighteen pounds ten shillings ^{or 36 dollars} which the plff avers in equal in value to fifty five dollars and forty two cents for divers new papers according to the schedule hereto annexed and to call on the same by the plaintiff to the said Samuel at his special instance & request there before that time sold and delivered and being so indebted to the said Samuel there afterwards on the same day in consideration thereof promised the plaintiff to pay him the same sum on demand. - But he hath never paid the same the requested but neglects it to the damage of the said Sylvester the sum of Sixty Dollars - This action entered September term 1796 and continued from term to term to Jan'y term 1797 when the plff appeared and the defendant the three times called to come into Court made default of his appearance - after which was continued to this time for judgment - Wherefore it is considered by this Court that the said Sylvester Tiffany do recover against the said Samuel H. Buckman the sum of Forty one dollars and twenty five cents damages and costs of suit taxed at Dol. 24-20. and thereof

Edw^d signed May 24. 1797.

Colman
or
Tombidge
Sep^r 30/1796

William Colman of Greenfield in the County of Hampshire Gentleman plaintiff v. Daniel Tombidge of Buckland in the same County Yeoman defendant in a plea of the case for that the said Daniel at Greenfield aforesaid on the twenty seventh day of August in the year of our Lord one thousand seven hundred and ninety two by his Note under his hand of that date for value received promised the plff to pay him or order six pounds twelve shillings and two pence half penny equal to twenty two dollars and three cents on demand with interest. But the said Daniel hath never paid the same the requested but neglects it to the damage of the said William Forty Dollars - This action entered Sept^r term 1796 and continued from term to term unto Jan'y term 1797 when the plaintiff appeared and the defendant the three times called to come into Court made default of his appearance after which the action was continued to this time - Wherefore it is considered by the Court that the said William do recover against the said Daniel the sum of twenty two dollars and thirty seven cents damages and costs of suit taxed at Dol. 17-04 and thereof.

Edw^d signed May 24. 1797.

Manning
or
Lyman
Sep^r 43/1796

Phineas Manning of Goshen in the County of Hampshire Yeoman Plaintiff v. Cornelius Lyman of Northampton in the same County Gent^l defendant in a plea of trespass on the case for that the said Phineas at Goshen on the first day of September last past was possessed of certain certificates called federal settlements of the value of the value of five hundred dollars by which the United States promised to pay the said Phineas three hundred and twenty three dollars and forty nine thirds of a dollar and being so possessed of the said certificates as of his own goods and chattels the same certificates

The said Thomas afterwards the same day at said Gosport out of his hands and possession casually lost and was deprived of - and afterwards on the same day at said Gosport the said Certificates into the hands and possession of the said Cornelius by finding some ^{with} the said Cornelius knowing the said Certificates to be the proper Certificates of the said Thomas and to him of right to belong and appertain, contriving and intending craftily and subtilly to deceive and defraud the said Thomas in this particular the Certificates aforesaid to the said Thomas the other requested hath not delivered but the said Certificates afterwards on the twentieth day of August instant at said Gosport the said Cornelius to his own use did take & there convert and dispose of to the damage of the said Thomas the sum of Five Hundred Dollars - This Action entered September Term 1796 and continued from term to term unto the present term - and now the said Cornelius comes and defends the force and injury when &c and answering Liberty to waive this plea and plead anew on trial of the appeal says that he never procured in manner and form as the plaintiff as the said Thomas has alleged and that of puts himself out the Country - by J. Taylor. and the said Thomas on sending to said operation says that the plea aforesaid by the said Cornelius above pleaded is an insufficient answer to his declarations - wherefore for want of a sufficient plea the said Thomas prays Judgment &c by J. Taylor his ally and the said Cornelius says his plea aforesaid is sufficient. by J. Taylor his ally All which being fully understood by the Court - it appears to the Court that the plea of the said Cornelius above pleaded is insufficient - wherefore it is considered by the Court that the said Thomas do recover of the said Cornelius five hundred dollars damages and costs of Court taxed at Dolt. and there of &c. Whereupon the said Cornelius appeals from the Judgment of this Court to the supreme judicial Court next to be holden at Northampton within and for County of last Tuesday of September next and recognises with sureties to prosecute the same to effect.

William Saxton of Boston in the County of Suffolk
Wainwright of Liverpool in the Kingdom of Great Britain and
Henry Wainwright of Boston in the County of Suffolk Joint Plaintiffs
under the Name and Firm of Saxton and Wainwrights Plffs.
vs. Samuel Cooke of New Salem in the County of Hampshire
Gentleman Defendant in a plea of the Case for that the said
Cooke at Boston ^{and} at Northampton aforesaid on the seventh day of
February in the year of our Lord seventeen hundred and ninety four
by his promissory note of hand of that date by him subscribed
for value received promised the Plaintiffs to pay them or their
order the sum of One hundred and two pounds fourteen shilling
and four pence half penny / equal as the plaintiffs aver to three
hundred and forty two dollars and forty cents lawful money
in ten days / meaning in ten days from the date of said note
with Interest till paid, yet the said Cooke by the Plaintiffs
the Plaintiffs often requested hath never paid the same but
lets it to the damage of the said Saxton and Wainwrights
four hundred dollars - This Action was entered at Sep.
Term 1796. and continued from term to term unto this term -
and now the Plffs. by Henry Wainwright Esq. their Attorney appear
and the said Cooke the three times called to come into Court
makes default of his appearance here - Wherefore it is considered
that the said Plffs. recover against the said Cooke the sum of
four hundred and ninety six dollars and ninety six cents damages
and costs of suit taxed Dolt. 22-01- and there of &c.

Saxton &c.
vs
Sam^l Cooke
Sep^r 46/1796.

Turrell App^t
v
Claveland
Sept. 15th 1796.

Thomas Turrell appellant v. Samuel Claveland appellee from a Judgment wherein Thomas Turrell of Haverhill in the County of Hampshire Cabinet Maker was the original Plaintiff and the said Samuel Claveland of Chesterfield in the County of Hampshire Gentlemen was defendant in an action or plea of the Case &c. This action entered Sep^r Term 1796 and continued from term to term to the present term. and now at this time neither of the said Parties appearing here in Court this action is dismissed.

Pettis
v
Rendall
Sep^r 15th 1796

Joseph Pettis of Northfield in the County of Hampshire Gent^l Plaintiff v. Samuel Rendall of New Salem in the same County Husband and Deft^t in a plea of the Case for that said Samuel at said New Salem on the eighth day of June in the year of our Lord seventeen hundred and ninety five by his Note under his hand for Value received promised the said Joseph to deliver to him at Hadley in the same County within two Weeks from that date fifteen hundred of good merchantable pot ash worth forty five pounds / one hundred & fifty dollars / by the Ton - and the said Joseph saith he was always ready to receive the same. - Also for that the said Samuel at said New Salem on the same day and year owed the said Joseph Nine pounds / Thirty dollars / for so much money by said Samuel of said Joseph to said Joseph use then before that time had and received and then and there in consideration thereof promised said Joseph to pay him the same soon or demand, and afterwards there on the same day and year the said Joseph required the said Samuel to pay the same Yet said Samuel tho often requested hath never performed either of said promises but neglects it. - to the damage of the said Joseph One hundred Dollars.

This Action was entered at September term 1796 and continued from term to term unto the present term. And now at this time the Plaintiff appears and the defendant tho three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Joseph do recover against the said Samuel the sum of Forty one dollars and fifty one Cents damages and Costs of suit taxed at sixteen Dollars and sixty Cents and thereof &c.

Exec^d issued May 24. 1797.

Pearson & Pell
v
T. & S. Goodman
Sep^r 15th 1796

Thomas Pearson and Elijah Pell both of the City, County & State of New York Merchants, plaintiffs v. Titus Goodman of South Hadley in said County Yeoman and Simon Goodman of Charlemont in the same County Joint Defendants in a plea of the Case for that the Defendants under the form of Titus and Simon Goodman / at said New York to wit at Northampton on the seventeenth day of December in the year of our Lord one thousand seven hundred and ninety four by their Note of hand of that date, or demand, for Value received promised the said Thomas and Elijah to pay them or order One hundred and thirty three pounds nineteen shillings and five pence New York Currency with lawful Interest of the State of New York from date till paid / meaning with the lawful Interest of the State of New York from the date of said Note till the same should be paid. And the plaintiffs further aver that one hundred and thirty three pounds nineteen shillings and five pence New York Currency is equal to three hundred and thirty four dollars and ninety three Cents of the lawful currency of this Commonwealth. Yet the said Titus & Simon tho often thereto requested have never paid the Contents of the same Note or ever fulfilled their promise aforesaid to the Plff^s. but unjustly neglect so to do. to the damage of the said Thomas and Elijah four hundred dollars.

This action entered at September term 1796 and continued from term to term to the present term - and now at this time the Plaintiffs by Samuel Hinchey Esq. their Attorney appear - and the Defendants the three times called to come into Court make default of their appearance here - Whereupon it is considered that by the Court that the said Thomas and Elijah do recover against the said Titus and Simon the sum of three hundred and ninety four dollars and sixty four cents damages and costs of suit taxed at Doll. 22. 12. & thereof &c

Exec^d issued June 6. 1797.

Levi Shephard of Northampton in the County of Hampshire Esq. v. Asa Merrill and William Arms both of Charlestown in the same County Joint traders Defendants in a plea of traverse on the case for that the said Asa & William at said Northampton on the twenty ninth day of December last past by their note of hand of that date for value received promised the said Levi to pay him or order one hundred and forty four dollars and 43/100 meaning 43 cents on demand with interest - also for that the said Asa and William at said Northampton on the day of the purchase of the Writ were jointly indebted to the said Levi in another sum of ninety eight dollars and ninety cents for divers goods wares and merchandises of the said Levi to the said Asa and William at their special instance and request three before that time sold and delivered - and being so indebted the said Asa & William in consideration thereof assumed on themselves and to the said Levi then & there faithfully promised to pay him the same sum last mentioned on demand: but the said Asa and William the Plaintiffs often requested have not neither hath either of them performed either of their said promises to the said Levi but neglected it - to the damage of the said Levi the sum of three hundred dollars This action was commenced in Court at September term last and from thence continued from term to term to January term last - at which time the parties appeared and agreed to refer this case with all demands & matters of controversy subsisting between them to the judgment & determination of William Billings Esq. Thomas Will Dickinson and Solomon Vose Gentlemen the Award of them or any two of them to be final to be returned into this Court Judgment to be made up and execution issued accordingly which agreement of the said parties is made the rule of this Court - and the case continued to this term - and now at this time the parties appear and the referees aforesaid send in their award here into Court in writing under their hands as follows viz^t "having notified the parties and having fully heard their several pleas proofs allegations and evidence & maturely considered the same do award and determine that the said Levi Shephard recover against the said Asa Merrill and William Arms the sum of one hundred and forty four dollars and forty three cents and the costs of this reference taxed at Fifteen Dollars and the Cost of Court to be taxed by the Court which Award being read in Court the same is accepted - Wherefore it is considered by the Court that the said Levi Shephard do recover against the said Asa Merrill and William Arms the sum of one hundred & forty four dollars and forty three cents damages and costs of suit taxed at Doll. 24 - 96 and thereof &c

L. Shephard
" Merrill & Arms
Sept. 21/ 1796.

Exec^d issued May 30. 1797.

Nathaniel Mattin of New London in the County of New London in the State of Connecticut Merchant and David Mattin of Hartford in the County of Hartford and State aforesaid Merchants Plaintiffs v. William Loomis of the County of Hampshire Esq. Defendant Loomis - in a plea of traverse on the case for that the said Mattins at Hartford to wit at Southwick aforesaid on the fifteenth day of July in the year of our Lord one thousand seven hundred and ninety six and by a certain writing or note under his hand by him self executed of that date promised the said Nathaniel & David aforesaid to pay to them for value received the sum of thirty five

Mattin &c.
" Loomis
Sept. 10/ 1796

pounds eleven shillings and two pence lawful money in or th of good Winter aged by the first day of October then next to be delivered at said Messrs Store in Windsor with Interest meaning lawful Interest from the then date of Note which sum aforesaid the said Nathaniel and David owe to be equal to one hundred and eighteen dollars and fifty three Cents - Yet the said Ham not regarding his promise aforesaid never hath performed the same the after sheweth notwithstanding but wholly refuses and neglects to do it - to the damage of the said Nathaniel and David One hundred & thirty eight dollars - This case commenced at September term last and continued from term to term untill the present Term and now the plaintiff appears and the and the defendant the three times called makes default of his appearance here - Wherefore it is considered by the Court that the said Nathaniel and Williams do recover against the said Ham the sum of fifty two dollars and forty two Cents damages and Costs of Court taxed at Doll. 27. 29.

Exce^d responded May 25. 1797. —

Tillotson
or
Dickinson
Sep^r 11/4/ 1796.

Jonathan Tillotson of Granville in the County of Hampshire Yeoman plaintiff v. Richard Dickinson of Southwick in the same County Yeoman Defendant - in a plea whereon the said Jonathan demands against the said Richard seven and possession of a dwelling House and one hundred Acres of land lying & being in Southwick aforesaid with the appurtenances &c by declaration or Charge on file - This case commenced Sept^r term last and continued from term to term untill the present term - and it appearing the Plaintiff has demanded since the last continuance this action is dismissed -

Grosvener
or
Bowker & al^s
Sep^r 1/15/ 1796

Nathan Grosvenor of Pomfret in the County of Windham and State of Connecticut trader plaintiff v. Solomon Bowker Yeoman and Noddish Pease Laborer both of Northfield in the County of Hampshire Defendants in a plea of the case for that the said Solomon and Noddish at Northfield in the County aforesaid on the second day of July instant by their Note under their hands of that date for Value received promised the plaintiff jointly and severally to pay him or his order seventy five dollars & thirty seven Cents on demand with Interest till paid - Yet the required Solomon & Noddish or either of them said sum have paid but neglects it - to the damage of the said Nathan One hundred and fifty dollars - This case commenced at September term last and continued from term to term to the present term - And now at this term the Plaintiff by Solomon & al^s his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Nathan do recover against the said Solomon and Noddish the sum of Seventy nine Dollars and forty one Cents damages and Costs of suit taxed at Doll. 20. 77 and thereof &c.

Exce^d responded May 29. 1797.

Collins
or
Drake
Sept. 1796/ 1796

Lewis Collins of Philadelphia in the City and County of Philadelphia and State of Pennsylvania Gentleman plaintiff v. Jonah Drake of Belchertown in the County of Hampshire Yeoman alias Miller Defendant - in a plea of the case for that the said Jonah Drake at said Belchertown on the twenty eighth day of October in the year of our Lord one thousand seven hundred and eighty four by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him or his order the sum of Twenty one pounds in silver money equal in Value to Seventy dollars lawful money on demand with Interest till paid - Also for that the said Jonah at said Belchertown on the nineteenth day of August in the year of our Lord

One thousand seven hundred and ninety four by his other promises by note of hand of that date for value received promised the said Lewis to pay him or his order on demand the sum of five shillings lawful money equal in value to one dollar lawful money with interest till paid. Yet the often threats suggested the said James has never paid either of said notes nor performed either of his said promises but neglects it to the damage of the said Lewis one hundred & twenty dollars — This action commenced at September term last and continued from term to term to the present term — And now at this time the parties appear — And now the said James by Simon Strong Esq. his attorney comes & defends the force and injury when & — and for plea says he never promised the plaintiff in manner and form as the said Lewis in his declaration hath alleged and thereof puts himself on the Country g^{ts} Strong — and the plaintiff likewise does the same by his attorney — Stephen Byrnes — And now a Jury duly sworn and impanelled and sworn to try the issue do. in their oath say that the defendant did not promise in manner & form as the Plaintiff has alleged — wherefore it is considered by the Court that the defendant recover against the Plaintiff his Costs taxed at Dec. 29. 47. Whereupon the said Lewis appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton in said County on the last Tuesday of September next and recognizeth with sureties to prosecute this appeal to effect.

JAMES HOLMES of New Salem in the County of Hampshire Plaintiff
v. William Smith of New Salem aforesaid Gentleman defendant in a plea
of trespass for that the said William Smith did on the 11th day of the
month of July last being indebted to the plaintiff J. J. Macomber of Orange
in said County German and Moses Butler of New Salem in said County
German Defendants for a plea of trespass for that the said Job and
Moses on the twelfth day of July current at said New Salem with force
and arms the close of the said James called the close which was set
out to the said James on an execution against William Smith broke and
entered on the said James grass and herbage then lately growing to the
value of five dollars did break & tread down and destroy, and the said James
subvert; and three tons of Hay worth twenty dollars found within the same
close with four and a half tons took and carried away all of which is contrary
to Law and against our peace and to the damage of the said James the
sum of Sixty Dollars — This action commenced at Septem
ber last and continued from term to term until this present term — and now
the parties appear — — — — — And the said Job and Moses severally
come and defend the force and arms and any thing that is against the
peace of the Commonwealth aforesaid and also the whole trespass aforesaid
excepting the breaking and entering the close aforesaid and the grass &
herbage then lately growing, treading down and destroying the same with
Carts and oxen and the carrying away of three tons of Hay then lately
found as aforesaid say they are not guilty thereof and of this they
put themselves on the Country — by John Barrett his Att^y. —
And the said James likewise — — by Edw^d Upham his attorney,
and as to the breaking and entering of the close aforesaid and the tread
ing down and destroying the grass and herbage with Carts and Oxen
and the breaking up and subverting the same and the taking and
carrying away of the said three tons of Hay found in the said close
for further plea in the premises, by leave of the Court for this purpose
obtained the said Job and Moses say that the said James might not have
or maintain his action aforesaid thereof against them because they say that
the close aforesaid in which that trespass was supposed to be committed

Holmes vs
Macomber & al.
Sept 7/2001. 4796

as described in the said James declaration with the appurtenances are and at the said time when the said trespass is above supposed to be done ^{on} the freehold and soil of the said Job - Whence the said Job in his own right and the said Moses as servant of him the said Job and by his command at the said time when the said trespass is above charged to have been committed the case of manure as the clove & soil & freehold of the said Job broke and entered by and the grass and herbage of manure took down and destroyed and the soil with earth and stones did break up and subvert and three tons of hay there found as above specified in the said declaration did carry away as they lawfully might and this they are ready to verify - Whence they pray Judgment of the said James might to have or maintain his actions aforesaid thereof against them and that their costs in the premises may be adjudged them due

By John Barrett their atty -
and the said James says that he by any thing by the said Job and Moses above in pleading alleged might not to be precluded from having his action aforesaid thereof against them because he says that the said place in which the trespass aforesaid above was committed at the same time when the same trespass was committed was the soil and freehold of the said James Holman without that that the said place in which the said trespass was committed at the time when the said trespass was committed as aforesaid was the soil and freehold of the said Job as they the said Job and Moses have above in pleading alleged - and this he is ready to verify Whence he prays Judgment and his damages by reason of that trespass to be adjudged to him due

By Edward Upsham his atty,
and the said Job and Moses as before say that the place where the trespass is above alleged to be committed and at the said time when the trespass aforesaid is supposed to be done was the soil and freehold of him the said Job in manner and form as they the said Job and Moses have above thereof in pleading alleged and of this they put themselves on the Country - - - - - By John Barrett atty.
and the said James likewise - By Edward Upsham atty. -

and now a jury duly returned and impanelled at this time, being sworn to try the issue do on their oaths say, that the place where the said trespass is alleged to be committed and the time when the said trespass is supposed to be done was out the soil and freehold of the said Job & Moses in manner and form as they the said Job and Moses have in pleading alleged and assess damages for the plaintiff at two dollars - wherefore it is considered by the Court that the said James recover against the Job and Moses the sum of ten dollars damages and costs of suit taxed at sixty six dollars and eight cents - Whereupon the said Job and Moses appeal from the Judgment of this Court to the Supreme Judicial Court next to be holden at it is the next term within and for the County of Hampshire on the last Tuesday of September next and recognize with sufficient sureties for presenting the same to effect.

Aaron Gillat of Westfield in the County of Hampshire Yeoman
Plaintiff Yeoman v John Tallott of Russell in the same County
Yeoman defendant in a plea of trespass on the case &c as by the declaration on file at large appears - This case commenced at September term last and continued from term to term until the present term and now at this time the plaintiff discontinues his suit and the defendant appears and moves to the Court that he may be allowed his costs - wherefore it is considered by the Court that the said John do recover of the said Aaron his costs taxed at Doll. 11.40 and thereof

Gillat
Tallott
Sept 20th 1796

Essex: filed May 23 1797

(187.)

Abraham Jew of Cheshire the County of New Haven and State of Connecticut Gentlemen Plaintiff vs Israel Morley of Westfield in the County of Hampshire Gentlemen Defendant in a plea of assumpsit on the case for that the said Israel at said Westfield on the second day of June last past being justly indebted to the plaintiff in the sum of twenty four dollars and fifty cents according to the Schedule hereunto annexed for one hundred and thirty eight feet of hewn stone there before that time sold and delivered to the said Israel by the Plaintiff at the special instance and request of him the said Israel assumed upon himself and to the plaintiff then and there faithfully promised to pay him the same sum on demand - Also for that the said Israel at said Westfield on the second day of June last past in consideration that the plaintiff at the special instance and request of the said Israel had there before that time sold and delivered to the said Israel other one hundred and thirty eight feet of hewn stone assumed upon himself and to the plaintiff then and there faithfully promised to pay him therefor so much money as the said one hundred and thirty eight feet of hewn stone at the time of sale and delivery thereof were reasonably worth on demand - And the plaintiff avers that the said one hundred and thirty eight feet of hewn stone at the time of the sale and delivery thereof were reasonably worth a further sum of twenty four dollars and fifty cents of which the said Israel then afterwards the same day had notice - Also for that the said Israel at said Westfield on the second day of June last past being justly indebted to the plaintiff in another sum of twenty four dollars and fifty cents according to the Schedule hereunto annexed for divers work labour and service there before that time done and performed by the said Abraham for the said Israel at the special instance and request of the said Israel, assumed upon himself and to the plaintiff then and there faithfully promised to pay him the same sum on demand - Also for that the said Israel at said Westfield on the second day of June last past in consideration that the plaintiff at the special instance and request of the said Israel had there before that time done and performed for the said Israel divers other work labour and service assumed upon himself and to the plaintiff then and there faithfully promised to pay him therefor so much money as for the said work labour and service last above mentioned as aforesaid done and performed as aforesaid he was reasonably deserved to have on demand - And the plaintiff avers that for the said work labour and service last mentioned as aforesaid done and performed as aforesaid he was reasonably ought deserved to have a further sum of twenty four dollars and fifty cents of which the said Israel then afterwards the same day had notice - Yet the said Israel the often requested hath not performed either of his said promises but unjustly neglects it to the damage of the said Abraham Forty Dollars - This action was entered at September last and continued to November term at which term the parties appeared in Court and agreed to refer this case to the Judgment and determination of Worcester Justices Eze James Taylor and David Morley Esqrs and award of them or any two of them to be final to be returned into this Court Judgment to be made up and Execution issued accordingly, which agreement of the said parties is made a rule in this Court after which the case was continued to January term and from thence to the present term. And now at this term the referees aforesaid send here into Court their award in writing under their hands as follows to wit -

"having notified and met the parties and heard their several pleas proofs and allegations and maturely considered the same do

Ab on Over
30th Morley
Sept 26th 1796

awerd and determine that the said Abraham Jves recover of the said Isaac Mosby the sum of twenty dollars and the ten Cents & Costs of reference taxed at six dollars and fifty six Cents - and Costs of Court to be taxed by the Court. ~~whereby~~ award being made the same was accepted - Wherefore it is considered by the Court that the said Abraham do recover of the said Isaac the sum of Twenty Dollars and the ten Cents and Costs of Suit taxed at twenty three dollars and seventy one Cents - and thereof &c

Exp^{ts} ifrecd May 24 1797.

Robinson vs
Wetmore

Sept^r 26/1796

Davis Robinson of Granville in the County of Hampshire Trader
Plaintiff vs Seth Wetmore of Boston in the County of Suffolk Merchant
defendant in a plea of the Case &c as by declaration on file -
this case commenced Sept^r term last and continued from term to term
until the present term and now at this time neither of the parties appearing
in this case is dismissed.

John Stone vs
Elijah Warner

Sept^r 29/1796

John Stone of Cheshirefield in the County of Hampshire Gent^l
Appellant vs Elijah Warner of the same Cheshirefield App^{te} ~~that~~
in a case in which the said Elijah Warner was the original Plaintiff &
the said John Stone defendant as is at large set forth in the p^lffs declaration
on file. this case commenced Sept^r term last and continued from term to
term to the present term - and now at this time the Appellant being three
times called becomes non suit and the defendant is default^d & this case
dismissed.

N. Strong vs

Seth Bryant

Sept^r 12/1796

Nehemiah Strong of New Milford in the County of Litch-
field and State of Connecticut Esq. Plaintiff vs Seth Bryant
of Amherst in the County of Hampshire Gentleman Deft^l
in a plea in which the said Nehemiah demands &c as is at large
set forth in the declaration on file - this action commenced at
September term last past and continued from term to term unto
this term - and now the plaintiff being three times called becomes
non suit - and the defendant defaulted and the case dismissed.

Wm Aron & Co vs

Alvord & Goodman

Nov^r 17/1796

William Aron & Co by D^{ts} put before of D^{ts} in the Case vs Aron & Merrill D^{ts}
Bellaiah Alvord and Titus Goodman both of Southbury and
Asahel Gidd of Chardement in the County of Hampshire Joint
plaintiffs vs Titus Goodman, William Aron of Danbury Gent^l
and Aron & Merrill of Chardement D^{ts} in a plea of the Case for that whereas the
said Alvord Goodman Gidd and one John Hillman now deceased -
whereby they the said Alvord Goodman and Gidd have furnished a good bill
of exchange in the month of January foregoing in the thirtieth day
of said month in the year of our Lord one thousand seven hundred
and ninety six by their note under their Hands of that date for
Value received promised the plaintiffs to pay them by the names
of Aron and Merrill forty dollars on demand with exp^{ts} concerning
with Port out / Yet the said Alvord Goodman Gidd & Hillman
nor either of them never paid said note in the life time of the d^d
Hillman the requested nor have the defendants paid the same
since the death of the said Hillman the likewise requested
but neglect it to the damage of the said Aron & Merrill
Sixty Dollars - This case was commenced at Nov^r term last
and continued to Jan^y term & thence to this term -

And the said Alwood Goodnow and Judd in Court come and defend the wrong and injury when &c and for plea say. They and the said John Hillman in this life time never promised in manner and form as the plaintiffs in their declaration have alledged against them and thereof put themselves on the Country for trial - - - - - by Jonathan Leavitt Att'y.
 and the plaintiff likewise - - - - - J^r. W^m Coleman

And now a Jury duly returned and impanelled at this time and sworn to try the issue - on their oaths deeny that the defendant never promised in manner and form as the plaintiffs have alledged - - - - -
 Whereupon the said Williams Arms and Mrs Merrill appeal from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of September next and require with justices to prosecute the same appeal to effect - - - - -

Eli Ashley of Montgomery in the County of Hampshire Blacksmith
 and Daniel Cooley of Granville in the same County Gentlemen parties
 in a rule of reference by them entered into and duly acknowledged
 according to the statute in such cases made and provided - The Verdy
 to wit Roderick Wright and Titus Doolittle now send into Court
 their award that the said Eli recover against the said Daniel
 Nine Dollars and Sixty six Cents Damages and Costs of reference
 taxed at Twenty five dollars and five cents and the Costs of
 Court to be taxed by the Court which award is accepted by the
 Court and it is thereupon considered by the Court that said Eli
 do recover against the said Daniel the sum of nine dollars
 and sixty six Cents and Costs of Suit taxed at Doll. 33-95 -
 And thereof &c.
 Witnessed May 26. 1797.

Ashley
 v
 Cooley.
 Nov. (21) 1796

William Shephard of Canadogua in the County of Ontario
 and State of New York Gentlemen Plaintiff in the case
 v John Minor of Granville in the County of Hampshire
 Defendant in a plea of trespass on the case so that the
 said John at Suffield to wit at Northampton aforesaid on the
 twenty fourth day of April in the year of our Lord one thousand
 seven hundred and ninety four by his promissory note in writing
 under his hand of that date for Value received promised one Oliver
 Phelps to pay him or his order Fifty pounds Lawful money equal
 in value to one hundred and forty six dollars sixty six Cents and
 six mills by the tenth day of May which will be in the year of our
 Lord 1796 together with the lawful interest thereon to be paid
 annually till paid: and afterwards to wit on the same twenty
 fourth of April the said Oliver Phelps then and there by his indor
 sment on the same note with his proper hand thereto subscribed
 ordered the Contents of the same Note then wholly due and unpaid
 to be paid to the plaintiff for Value received. of which the said John
 Minor then afterwards the same day had notice and thereby
 became chargeable to pay the Contents of the same Note to the
 plaintiff according to the tenor of the same note & the indorsement
 thereon and being so chargeable he the said John Minor in consid
 eration thereof then and there undertook and to the plff then and
 there faithfully promised to pay the Contents of said note to the plff
 according to the tenor thereof and the indorsement - Yet the said
 John

Shephard
 v
 Minor -
 Nov. 24 1796

John Minor though often suggested hath not paid the Contents of said Note to the plaintiff or any part thereof but unjustly ought it to the damage of the said William Three hundred Dollars - and This Action commenced at November last and continued from term to term to the present term - and now at this time the plaintiff by John Ingersoll his Attorney appears - and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said William do recover against the said John Minor the Sum of One hundred and ninety seven dollars, damages and his Costs of suit taxed at Doll. 18. 15 - and there of 8c. -
Exce: vsaid May 24. 1797.

Abel King
vs
Wm Phillips Esq
Nov. 133/1796.

Abel King late of Welbrougham in the County of Hampshire now of Troy in the County of Rensselaer in the State of New York - Gentⁿ - plaintiff v. William Phillips of Boston in the County of Suffolk Esq^r - defendant in a plea of the Case for that whereas the said William at Northampton aforesaid on the first day of October instant was justly indebted to the said Abel in the sum of One hundred and ninety eight dollars and sixty Cents for so much money as the said William there before that time had had and received to the use of the said Abel - he the said William then afterwards on the same first day of October at said Northampton - in consideration thereof assented on himself and faithfully promised said Abel to pay him the same whenever afterwards thereto required - Also for that whereas the said William at Northampton aforesaid on the first day of October instant was indebted to said Abel in other one hundred and ninety eight dollars and sixty Cents by the said Abel before that time lent and advanced to the said William & at his special instance and request and being so indebted he the said William then and there in consideration thereof promised the said Abel to pay him the same sum last mentioned whenever thereto required - Yet the said William the often thereto required has never paid the same but unjustly neglects and refuses so to do - to the damage of the said Abel three hundred Dollars This Action commenced at Nov^r term last and continued from term to term to the present term - and now the parties appear - And the said William comes and defends the foreward Juring when &c and for plea says he never promised in manner and form as the said Abel in his declaration hath alledged against him and thereof puts himself on the Country by George Bliff his att^y - And the said Abel likewise by John Hooker his att^y - And the said William for further plea by leave of the Court here first had and obtained for that purpose says that he the said Abel ought not to have and maintain his action thereof against him because he says that he the said William did not make the said several promises and undertakings mentioned in the plaintiffs declaration or either of them within six years next before the date or issuing out of the original writ of the said Abel and thus the said William is ready to verify wherefore he prays judgment &c. - and the aforesaid Abel saith that for any thing by the aforesaid William in his second plea before alledged he ought not to be precluded from having his action aforesaid - because he saith that the aforesaid William within six years before the day of issuing out the original writ of him the said Abel to wit the aforesaid first day of October at said Northampton promised in manner and form as he the said Abel above complains against him and thus he prays may be required of by the Country by John Hooker his att^y -

And the aforesaid William lehuise by George Webb his atty^r —
Whereupon a jury at this term duly returned and impanelled and being sworn
to try the issue in their oath find that the defendant promised in manner
form as the plaintiff in his declaration has alleged and offers damages
for the plaintiff at two hundred and four dollars and five cents — and it is
thereupon considered by the Court that the said Abel recover against the
said William the sum of two hundred and four Dollars and five cents da-
mages and costs of suit taxed at Doll. 39- and 8d. — — — Whereupon the
said William appeals from the Judgment of this Court to the supreme
Judicial Court met to be holden at Northampton within and for said County
on the last tuesday of September next and recognises with sufficient sure-
ties to prosecute the same to effect. — — —

John Westgate of Windsor in the County of Windsor and State of Vermont
vs. William White of Plainfield in the County of Hamp-
shire. plaintiff v. William White of Whately in the same County of Hampshire
Jury in a plea of the case for that whereas the said William at Plainfield to wit
at Northampton on the 8th meaning the eighth day of June last past by his
note under his hand of that date for value received promised the said John to
pay him or his order thirty Dollars on demand with interest — Also for that the
said William afterwards viz^y on the day of the purchase of the West at said
Northampton was indebted to the said John in and the sum of thirty dollars for
much money than before that time had and received by the said William to the
use of the said John and being so indebted to the said William then and there on
consideration thereof promised the said John to pay him the last mentioned sum
on demand — Yet he has never performed either of his said promises ~~that of~~
~~requested~~ but neglects it to the damage of the said John forty dollars.
This action commenced at November term last past and continued
from term to term unto the present term — And now the plaintiff by
Yeaverett his Attorney appears and the defendant the three times
called to come into Court makes default of his appearance here —
Wherefore it is considered by the Court that the said John Westgate
do recover against the said William White the sum of thirty one
Dollars and eighty cents damages and costs of suit taxed at
Doll. 21. 32- and thereof &c.

Westgate v White
Nov. [42] 1796.

Exec^{ns} issued 9 May 29. 1797. —

Almon Smead of Greenfield in the County of Hampshire trader
plaintiff v. Rufus Seaton of Deerfield in the same County a Deputy Sheriff
in the same County in a plea of replication &c as by the declaration
of the plaintiff on file — This case was commenced November term
last past and continued from term to term to the present term — and
now the plaintiff being deceased since the last continuance is nonsuit.
The defendant appears and the action is dismissed — — —

Smead
v
Seaton
Nov. [43] 1796

Simcon Morton of Whately in the County of Hampshire Hus-
bandman Plaintiff v. John Brown of the same Whately Gent^l Defendant
in a plea wherein the said Simcon demands against the said John a
certain tract or parcel of Land with the appurtenances lying in what
by aforesaid bounded beginning at a Stake and stone at a distance of half a
mile westerly of the road in said Whately called poplar Hill road in the
North side of the Lot Number forty eight originally laid out to Martin
Kellogg in that tract of Land formerly known by the name of the fourth
division of Commons in Hatfield and from the said Stake and stone running
South one degree East six rods and three links thence South twenty eight
degrees West thirty eight rods thence North ten degrees West thirty nine
rods and twelve links thence East three degrees thirty minutes North eight
rods and twenty two links to the first mentioned boundary — which said tract
of Land with the appurtenances the said Simcon claims as his.

Simcon Morton
v
John Brown
Nov. [46] 1796

right and Inheritance, and whereunto the said John hath not entry but by
superiority by him unjustly and without Judgment committed within twenty years
now last past and whereupon said Simon says that he within the term of
twenty years now last past, possessed of the land above described with the
appurtenances in his demesne as of fee and right taking the profits thereof to the
value of twenty shillings by the year, and whereunto the said John hath not
entry but by the dispossession aforesaid by him unjustly committed as aforesaid
and whereof the said Simon complains that the said John still doth wrong
him and holds him out therefrom to the damage of the said Simon Fifty
Dollars - This action was entered in Court at November term last past -
and the parties appeared in Court and agree to refer this case to the Judge-
ment and determination of William Rodman Esq. Messrs. Elisha Wash &
Elisha Hubbard, the award of them or any two of them to be final - to
be returned into this Court Judgment to be made up and execution issued
accordingly - And it is by them further agreed that this said reference be author-
ized to determine to whom the Land in controversy belongs - and that in
case either party shall neglect to appear at the time and place said ref-
erres shall appoint for the hearing on due notice given them for that pur-
pose, the referees as aforesaid may proceed ex parte. Which agreement of
said parties is now made the rule of this Court in this case. - and the
case continued to this term - And now the referees send here into Court
their award as follows - That the boundary line between Simon
Morton Plaintiff & J^r. John Brown defendant be and hereby is half a
mile west of poplar Hill road so called and parallel with said road
and according to the survey of Messrs. Fitch and Parsons, beginning
at the south side of said Morton's land at a stake and heap of stones
running N. 36° 30' W. 22 links thence N. 11° 30' W 30 perches then
N. 20. 30' E. 30 perches then N. 1° 30' E 6 perches 3 links - And we
further award that the said Brown the defendant pay all costs - the
cost of Court to be taxed by the Court the cost of reference awarded,
which award being read in Court was accepted and thereupon it is con-
sidered by the Court the said Simon recover against the said John
his costs of Court taxed at \$23.42 and thereof &c.

Exam. signed J^r. Nov. 24. 1797.

Porter's Ex^r
v.
Rufus Traft & al.
Nov. 15/1796.

Samuel Porter and Charles Phelps both of Hadley in said County Esq^r
Executors of the last Will and Testament of Elisha Porter late of the same Hadley by
deceased J^r. v. Rufus Traft, Yeoman Isaac Warren Yeoman \ John Allen &
Elwain Yeoman of Palmer and Thomas B^r of Springfield Yeoman all in the
County of Hampshire Defendants. in paper that they owe to the said Samuel
and Charles six thousand six hundred and sixty six dollars and sixty eight
cents which from them they unjustly detain - Whereupon the said Samuel &
Charles say that the said Rufus, Isaac, John Allen and Thomas at said Hadley
on the twenty eighth day of February in the year of our Lord seven hundred
and ninety five by their ~~written~~ writing obligatory under their hands & Seals
in Court ready to be produced, acknowledged themselves to be holden and
firmly bound to said Elisha then alive in the sum of two thousand pounds
(equal to six thousand six hundred and sixty six dollars and sixty eight cents)
to be paid to said Elisha his Executors or Administrators on demand - Yet
said Rufus, Isaac, John Allen and Thomas have the often requested never
paid the same or any part thereof either to said Elisha Porter in his life
time or to said Executors since his death but wholly refuses so to do -
To the damage of the said Samuel and Charles in said Capacity the
sum of seven thousand dollars. This action entered at November
term last past and continued from term to term untill the present term.
And now the plaintiffs appear - and the defendants the three times,

called to come into Court make default of their appearance here. Wherefore it is considered by the Court that the said Samuel and Charles in their said capacity do recover against the defendants the sum of nine thousand six hundred and sixty six dollars and sixty eight cents and costs of suit taxed at ten dollars and twenty six cents and that the Plaintiffs in their capacity may have their execution against the defendants for one hundred and eighty four dollars and seventy nine cents part of the debt of said and the aforesaid costs.

Edw. issued May 26. 1797.

Elisha Hubbard of Williamsburg in the County of Hampshire trades plaintiff v. Caleb May late of the same Williamsburg German Defendant in a plea of trespass on the case for that the said Caleb at said Williamsburg on the first day of January last past in consideration that the said Elisha had then before that time sold and delivered to the said Caleb divers goods wares and merchandises at the special instance and request of the said Caleb assumed on himself and to the said Elisha then and there faithfully promised to pay him on demand so much money as the same goods wares and merchandises at the time of the sale and delivery thereof were reasonably worth, and the plaintiff avers that the same goods wares and merchandises at the time of the sale and delivery thereof were reasonably worth the sum of Seventy Dollars to wit at Williamsburg aforesaid of which the said Caleb then and there had notice. Also for that the said Caleb at said Williamsburg on the same first day of January aforesaid was justly indebted to the said Elisha in another sum of Twenty Dollars for so much money by the said Elisha then before that time paid laid out and expended for the said Caleb at his special instance and request, and being so indebted the said Caleb in consideration thereof assumed on himself and to the said Elisha then and there faithfully promised to pay him the same sum last mentioned on demand. Yet the said Caleb the often requested hath in no wise performed either of his said promises to the plaintiff but neglects so to do. To the damage of the said Elisha the sum of Ninety Dollars — and whereas the said Elisha saith that the said Caleb has not in his possession goods and estate to the value of Ninety Dollars aforesaid which can be come at to be attached, but has entrusted to and deposited in the hands and possession of Elisha Morton of said Williamsburg trustee of the said Caleb goods effects and credits to the said value — We command you therefore &c. This action commenced at November Term last and the agent aforesaid being three times called to come into Court makes default of his appearance here, after which the case was continued from term to term until the present term — and now at this term the said Caleb being three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Elisha recover against the said Caleb the sum of Dollars damages and costs of Court taxed at and thereof &c. — and the said Elisha Hubbard the creditor and by Samuel Hurdley Esq. his Attorney acknowledges satisfaction of the Costs.

Hubbard
" May 8th
Nov. (62) 1796

John Furcraff of Boston in the County of Suffolk Gent^l plaintiff v. Levi Chapmen of Russell in the County of Hampshire German defendant in a plea where in the said John demands &c. as by the plaintiffs declaration on file. This case commenced at Nov. Term last past and was continued from term to term until the present term — and now the said John the three times called to come into Court becomes nonprossit and the said Levi appears and prays for his costs, and it is thereupon considered by the Court that the said Levi do recover against the said Caleb his costs — taxed at Doll. 10. 82 —

Edw. issued May 23. 1797.

Furcraff
" Chapmen
Nov. 72/1796

Benjamin Olmstead of the City and County of Hartford and State of Connecticut Plaintiff v. Aaron Gullet late of Westfield in the County of Hampshire Trader defendant in a plea of trespass on the case for that the said Aaron at said Westfield on the first day of February last past being justly indebted to

Olmstead
" Gullet & Ag^t
Nov. 76/1796

indebted to the Plaintiff in the sum of Eighteen pounds nineteen shillings eight pence
 to Sixty three Dollars and seventeen Cents for the freight of certain Articles of goods
 Wares and merchandises from New York to Hartford and also certain provisions from
 Hartford to New York according to the Schedule annexed at his thursaid Arsons
 special instance and request, and being so indebted in consideration thereof assumed
 upon himself & to the Plaintiff then and there faithfully promised to pay him the
 same sum on demand. Also for that the said Arson at said Westfield on the day
 of the purchase of this Writ in consideration that the Plaintiff had then before
 that time done and performed divers work Labor and services at the special instance
 and request of the said Arson assumed on himself and to the Plaintiff then & there
 faithfully promised to pay him so much money therefor as he should reasonably
 deserve to have on demand; and the Plaintiff avers that he reasonably deserved
 to have a further sum of Eighty dollars of which the said Arson had notice
 yet the said Arson the often requested both never performed either of his
 promises aforesaid or any part of either of them but unjustly oughts it
 to his Damage One hundred Dollars - And whereas the said Benjamin
 Smith that the said Arson has not in his own Hands and possession Goods &
 Estate to the Value of One hundred Dollars which can be come at to be at
 ached but has entrusted and deposited in the hands and possession of Carmis
 Owen Stephen Hart and Ephraim Williams all of Westfield in the County
 of Hampshire Yeomen trustees of the said Arson goods effects and Credits to
 the said Value; We command &c. and now at this term the said Carmis
 Stephen and Ephraim the three times called to come into Court make
 default of their appearance - after which this case was continued from
 term to term to the present term and now at this term the said Arson
 the third time called to come into Court makes default of his ap-
 pearance here - wherefore it is considered by the Court that the said
 Benjamin do recover against the said Arson the sum of Sixty six
 Dollars and ninety four Cents damages and Costs of suit taxed at
 \$ 7-36 and thereof &c.

E. W. J. 30. May 30. 1797

S. Brewer
 vs
 Rawson & al.
 Nov 9/ 1796

Samuel Brewer of Northfield in the County of Hampshire trader
 Plaintiff vs Edmund Rawson Junr. Gentlemen and Jonathan M. Bissell
 Yeomen both of Montague in the County of said Dist^{ct} in a plea
 of the case for that the said Edmund and Jonathan at Northfield
 aforesaid on the twenty sixth day of September last past by their
 Note in writing under their hands of that date for Value received
 promised the said Samuel jointly and severally to pay him or his
 order seven pounds five shillings and seven pence / of the value of twenty
 four dollars and twenty six Cents / on demand with Interest till paid - & the
 said Samuel there afterwards to wit the same day by his indorsement
 on said Note ordered the Contents of said Note then due and unpaid to be
 paid to the Plaintiff of all which the said Rawson and Bissell had due
 notice and thereby became liable by Law to pay the same according to the
 tenor & effect thereof to the Plaintiff and then and there in consideration thereof
 promised the Plaintiff to pay him the same accordingly - Yet the requests
 the said Rawson & Bissell nor either of them said sum have paid but neglect
 it to the Damage of the said Samuel Fifty Dollars.

This action commenced at New Haven last and continued from term to
 term to this term - and now the Plaintiff appears and the Defendant the three times
 called to come into Court make default of their appearance here. Where-
 for it is considered by the Court that Samuel recover against the Defendant the
 sum of Fifty Dollars and twenty six Cents damages & Costs of suit taxed at \$ 15-50 and
 thereof &c.

E. W. J. 29. May 29. 1797

Levi Rendall of Rutland in the County of Worcester, Trader alias Gentleman
 Plaintiff v. James Griffing of Deerfield in said County Laborer & James
 Ball of Warwick in said County Yeoman Deft. in a plea of the case for that
 the said David and James at said Deerfield on the second day of September
 in the year of our Lord one thousand nine hundred and ninety five by their notes
 under their Hands of that date for Value received jointly and severally promised
 the plaintiff to pay him on or before two shillings and six pence equal to thirty three
 dollars and fifty six cents and two thirds of a cent meaning with the interest in
 one year after the date of said note - which time has elapsed - yet the said David
 and James or either of them the request of the said sum and interest has not
 paid to the damage of the said Rendall the sum of sixty dollars -
 This action was commenced at November term last past and continued
 from term to term until this term - and now at this term the plaintiff
 appears and the Defendant the three times called to come into Court
 makes default of his appearance here - wherefore it is considered by
 the Court that the said Levi do recover against the defendants the
 sum of Thirty five dollars and ten cents damages and Costs of suit
 taxed at eighteen dollars and fifty three cents and three of &c.

Rendall
 vs
 Griffing & c
 Nov. 9d / 1796.

Edw. Signed July 4. 1797

Herley Ward of Buckland in the County of Hampshire Yeoman Plff.
 v. Isaac Rogers late of said Buckland Yeoman Defendant. in a plea
 of the case for that the said Isaac at Buckland of or said on the twenty
 second day of November last past by his note under his hand of that date
 for Value received promised the plaintiff to deliver him or his order twenty
 Hemlock saw mill logs common mill logs cut and barked at both ends
 said Logs to be delivered within one month from the date meaning the date
 of said note / if required - said Logs to be delivered within three fourths of a
 mile of Davis Mill meaning the saw mill of Josiah Davis in Buckland
 of or said / and the plaintiff avers that the said Logs were of the value of forty
 cents for each Log and every of said Logs and the plaintiff further avers that
 on the twenty second day of December last and at divers days and times before
 then that time had requested the said Isaac to deliver the same Logs and owing
 to the tenor of said note and at the the time for the delivery of or said of the said
 Logs has elapsed the said Isaac has not delivered the said Logs and also
 for that the said Isaac there afterwards on the day of the purchase of this
 writ was justly indebted to the Plaintiff in the full and just sum of
 nine shillings equal in value to one dollar and fifty cents for divers services
 at his the said Isaac's special instance and request then and there in consideration
 of the said Isaac the other things required both never delivered said
 Logs nor paid the said Value thereof nor the last mentioned sum but neglected
 to do it - to the damage of the said Herley the sum of forty dollars -
 And whereas the said Herley swears that the said Isaac has not in his own
 hands and possession goods and estate to the value of forty dollars of or said
 which can be come at to be attached but has entrusted to, and deposited
 in the hands and possession of Hosea Justice of Herley in the County
 of or said Yeoman trustee of the said Isaac's goods effects and Credits
 to the said Value - We Commanded you therefore to -
 And the said Hosea Justice appearing in Court and being examined
 on oath says that at the time of the service of the aforesaid writ he kept
 neither goods effects or Credits of the said Isaac in his hands - after which
 the action was continued to the next term and from thence to this term
 and now the plaintiff appears and the defendant the three times called
 to come into Court makes default of his appearance here - wherefore it is
 considered by the Court that the said Herley recover against the said
 Isaac the sum of \$40. 25. 10 damages and Costs taxed at \$15. 33.
 and thereof &c

Herley Ward
 Isaac Rogers
 Nov. 10d. 1796.

Edw. Signed May 23. 1797

it is also further considered by the Court that the said Horner further the agent of said recover against the said Arley Ward his costs taxed at four dollars and three shillings.

Edw. J. J. May 23. 1797

Lymon
or
Giffing
Jan. 13/ 1797

Luther Lymon of Northampton in the County of Hampshire
Giffing of Deerfield in said County Giffing
in a plea of the case for that the said David at Deerfield to wit at said
Northampton on the first day of December last past by his note under
his hand of that date for value received promised the said Luther together
with one Joseph Lathrop now deceased to pay the sum of seven pounds
and three shillings equal to twenty three dollars and eighty three cents
on demand with the lawful interest for the same until paid. Yet said
David the often requested hath never paid the same or any part thereof
but neglects it to the damage of the said Luther Forty dollars
This action entered at the last term and continued to this term - and
now the plaintiff appears and the defendant the three times called to
come into Court makes default of his appearance here - Wherefore it is con-
sidered by the Court that the said Luther recover against the said David
the sum of \$ 23.93 damages and costs taxed at \$ 11-64 and
three shillings.

Edw. J. J. May 29. 1797

Shornway
or
Sanderfon
Jan. 17/ 1797

Hannah Shornway of Belchertown in the County of Ham-
pshire single Woman plaintiff v. Mayens Sanderfon of Deerfield in the same
County Giffing Defendant in a plea of the case for that the said Mayens
at Deerfield aforesaid on the 12th day of Nov^r last by his note in writing
under his hand of that date for value received promised the said Hannah
to pay her or order thirty dollars lawful money on demand with the
lawful interest for the same till paid - Yet the said Mayens the often
requested hath never paid the same or any part thereof but neglects it
to her damage Forty dollars - This action commenced at the
last term and continued to this term. and now the plaintiff appears
and the defendant the three times called to come into Court makes de-
fault of his appearance here - Wherefore it is considered by the Court
that the said Hannah do recover against the said Mayens the
sum of Thirty four dollars and ninety five cents. damages and costs
taxed at \$ 11-64. and three shillings.

Edw. J. J. May 29. 1797

Hollister
or
Lathrop
Jan. 18/ 1797

William Hollister of Pittsfield in the County of Berkshire Geo-
man plaintiff v. Benjamin Lathrop of Worthington in the County of
Hampshire Geo^t Defendant in a plea of trespass on the case for that the
said Benjamin on the fourteenth day of April last past at Northamp-
ton aforesaid by his note of that date for value received promised the said
William to pay him forty dollars and fifty cents on demand with int^l
till paid - Yet the said Benjamin all the often requested hath
never paid the said sum or any part thereof but neglects it - to the
damage of the said William the sum of Fifty five dollars
This action commenced at the last term and continued to this term
and now the plaintiff appears and the defendant the three times called
to come into Court makes default of his appearance here - wherefore it is con-
sidered by the Court that the said William do recover against the said Benjamin
\$ 43.05 damages and costs of Suit taxed at \$ 15.2. & thereof \$ -

Edw. J. J. May 28. 1797

Daniel Morse of Worthington in the County of Hampshire

Plf. v. Nathan Tanner of Chester German and George Tanner of Worthington German both in the same County of Hampshire Defs. in a plea of the case for this for that whereas the said Nathan and George of Worthington aforesaid on the 26th day of November in the Year four last one thousand seven hundred and ninety five by their promissory note of hand of that date for Value received promised the Plff to pay the sum of One hundred and fifty three dollars and thirty four Cents lawful money with lawful Interest till paid - and also for that whereas the said Nathan and George of Worthington aforesaid on the first day of July last past were justly indebted to the Plff in the sum of One hundred and fifty three dollars and thirty four Cents for so much money then before that time by the said Nathan and George to and for the use of the plaintiff had received and being so indebted the said Nathan and George then and there in consideration thereof promised the plaintiff to pay him the said sum on demand - Yet the said Nathan and George notwithstanding the threats often requested have ever paid either of said sums or ever fulfilled either of their promises aforesaid but neglected it - to the damage of the said Daniel two hundred dollars -

This case commenced at the last term and continued to this term - and now at this term the plaintiff appears and the Defs the three times called to come into Court make default of their appearance here - wherefore it is considered by the Court that the said Daniel do recover against the said Nathan and George the sum of One hundred and sixty seven dollars and four Cents damages and twelve dollars and seventy two Cents Costs of suit and Sheriff's -

Edw. Gould May 24. 1797. -

Thomas Whitney of Partridgefield in the County of Berkshire German plaintiff. v. Benjamin Lathrop of Worthington aforesaid Gent^l and Charles Tolcott late of Worthington aforesaid Gent^l Defendants - in a plea of the case for this for that whereas the said Benjamin and Charles of Worthington aforesaid on the fourth day of January last past by their promissory note of hand of that date for Value received promised one Aaron Barnett to pay him or his order twenty nine dollars in three months from the date of the same note with interest till paid, and whereas afterwards to wit on the same day no part of the same sum being then paid the said Aaron by his indentment on the same note with his own hand subscribed assigned the same note to the plaintiff and thereby for Value received ordered the contents to be paid to the plff according to the tenor thereof and by means of the premises and by force of the law in such cases provided the said Benjamin & Charles became liable to pay the contents aforesaid of the note aforesaid to the plaintiff according to the tenor thereof - and being so liable the said Benjamin and Charles then and there in consideration thereof assumed on themselves and promised the plaintiff to pay the contents aforesaid of the note aforesaid according to the tenor thereof - Yet the said Benjamin & Charles at the often requested nor either of them have ever paid the same or ever fulfilled their promise aforesaid but neglected it - to his damage Sixty Dollars - This Action commenced at last Term and continued to this term - and now the plaintiff appears and the Defs the three times called makes default of his appearance here - Wherefore it is.

Morse v
Tanner &c
Jan^y 11/ 1797

Whitney
v
Lathrop &c
Jan^y 12/ 1797

considered by the Court that the said Thomas do recover against this said Benjamin and Charles the sum of thirty one dollars and thirty nine Cents damages and Costs of Suit taxed at \$12.41. —

Edw. J. May 24. 1797.

Clarke
v.
Pease
Jan. 13/ 1797

Jonathan Clarke of Worthington in the County of Hampshire Gent^l plaintiff v. David Pease of the same Worthington Husbandman Defendant in a plea of the Case for this for that whereas the said David at Worthington aforesaid on the first day of February last past by his promising Note of hand of that date for Value received promised the plff to pay him the sum of forty eight dollars and six Cents on demand with interest until paid. Yet the said David at the often requested has never performed his said promise but neglects it to the damage of the said Jonathan Thirty dollars. — This Action commenced at last term the plaintiff appeared and the defendant the three times called to come into Court made default of his appearance and the case continued to this term for Judgment and now the plff. appears — Wherefore it is considered by the Court that the said Jonathan do recover against the said David the sum of fourteen dollars and ninety four Cents damages and Costs of Suit taxed at \$10.92 and there of &c.

Edw. J. May 24. 1797.

Woodbridge
v.
Harcall
Jan. 7. 15/ 1797.

Jonathan Woodbridge of Worthington in the County of Hampshire Esq^r Attorney at Law plaintiff v. Samuel Harcall of Portbridge Esq^r in the same County Gent^l Defendant in a plea of the Case for this for that whereas the said Samuel at Worthington aforesaid on the second day of April last past by his promising Note of hand of that date for Value received promised the plff to pay him the sum of fifty dollars and thirteen Cents on demand — And also for this for that whereas the said Samuel at Worthington aforesaid on the second day by his other promising note of hand of that date for Value received promised the plaintiff to pay him the sum of thirty three dollars and ninety Cents on demand with interest till paid yet the said Samuel at the often times requested and particularly on the same day at Worthington aforesaid has never paid either of said sums or fulfilled either of his promises but neglects it to his damage sixty six dollars — This Action entered at the last term and continued to this term and now at this term the plaintiff appears and the defendant the three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Jonathan do recover against the said Samuel the sum of sixty dollars & forty three Cents damages and Costs of Suit taxed at \$9.72 and there of &c.

Edw. J. May 24. 1797.

Hutchins & al.
v.
Louis & Gignot
Jan. 7. 17/ 1797

Meredith Hutchins of Southampton in the County of Hampshire Merchant and Laurens Hutchins Esq^r of Worthington in the County aforesaid Merchant plffs v. Louis & Gignot of Worthington aforesaid Physicians in a plea of the Case for this that whereas the said Louis & al. at Worthington aforesaid on the day of the purchase of this Writ was jointly indebted to the plaintiff in the sum of sixty dollars for divers Goods Wares and Merchandizes there before that time by the plffs to the said Louis & al. and as he requested sold and delivered and brings indebted to the said Louis & al. then and there in consideration thereof assumed on himself and promised the plaintiff to pay them the same sum on demand. Yet the said Louis & al. the often requested hath never performed his said promise but neglects it to their damage twenty Dollars. — This Action entered at last Term and continued to this term and now the plffs appear & the deft. the three times called to come into Court makes default of his appearance here

where

Wherefore it is considered by the Court that the said Hutchins and Hanchard do recover against the said Louis N. Giguent the sum of forty eight dollars and seven pence damages and costs of suit taxed at \$12.46 and three 1/2.

Given under May 24. 1797

Julius Deming of Litchfield in the County of Litchfield Esq. and Henry Deming of Waltham Wells in the County of Hartford Esq. surviving partners of Manna Wadsworth late of Litchfield in the County of Berkshire deceased plaintiffs v. Louis N. Giguent of Worthington in the County of Hampshire a. in a plea of the case for that the said Louis N. at Worthington aforesaid on the fifteenth day of March in the year of our Lord one thousand seven hundred and ninety four was justly indebted to the plaintiffs and the said Manna being then in full life in the sum of three pounds and fifteen shillings (equal to twelve dollars and fifty cents) for so much money then before that time by the said Louis N. to and for the use of the plffs. & the said Manna in his life time had and received and being so indebted to the said Louis N. then and there promised the Plffs. and the said Manna in his life time to pay the same sum or the value thereof in flesh or butter in three weeks from that time of making the promise aforesaid and the plffs. avowing ever ready to receive said sum in flesh or butter - and also for that the said Louis N. at Worthington aforesaid on the fifteenth day of March in the year of our Lord one thousand seven hundred and ninety four by his promissory note of hand of that date for value received promised the plaintiffs and the said Manna in his life time (by the name of Manna Wadsworth &c.) to pay them the sum of three pounds & fifteen shillings (equal to twelve dollars and fifty cents) or the value in beef or pork at cash price within two months from the date of the same note with Interest - and the plffs. aver that they have always been ready to receive the value of the last sum in beef or pork - and also for that whereas the said Louis N. at Worthington aforesaid on the four day by his other promissory note of hand of that date for value received promised the Plffs. and the said Manna in his life time (by the name of Manna Wadsworth &c.) to pay them the sum of three pounds ^{fifteen} shillings equal to twelve dollars and fifty cents (within four months from the date of said note with Interest till paid - Yet the said Louis N. at the often times requested has never paid either of said sums or performed either of his said promises but neglects it to the damage of the Plffs. the sum of sixty dollars

Deming & al.
" "
L. N. Giguent
Jan 7/18/1797

This action commenced in this Court at the last term and continued to this term - and now the plaintiff appears and the Defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Deming Brothers recover against the said Louis N. thirty ^{three} dollars and ninety three cents damages and costs of suit taxed at \$10.9.0 and three 1/2.

Given under May 24. 1797.

David Mack of Middlefield in the County of Hampshire Esq. Plff. v. Edward Wright Esq. Jurholder and David Hamilton Esq. both of Chester in said County defendants in a plea of the case &c. - This case entered in this Court at the last term and continued to this Term - when the parties the three times called make default of their appearance here in Court - wherefore this action is dismissed

David Mack
" "
Wright & al.
Jan 7/19/1797.

We Command that you summon the proprietors of the Locks & Canals on Connecticut River to answer to Nehemiah May of Goshen in the County of Hampshire Gentlemen and Robert Giles Tellinghous of Wobridge in the County of Worcester trades. &c. in a plea of trespass on the case for that whereas by the act or Law of this Com-

May 8 al.
" "
proprietors of
Locks & Canals.
Jan 20/1797.

Commonwealth, made and passed in the year of our Lord one thousand seven hundred and ninety two, whereby the said Proprietors of Locks and Canals on Connecticut River were incorporated - The proprietors were among other things to erect keep up and forever maintain Locks and Canals between the mouth of Chickopee River so called in Springfield in said County and the mouth of Stony Brook so called in Southadley in said County and so to clear the passages in the River aforesaid between the mouth of the said Chickopee river and the mouth of said Stony Brook as that boats and other crafts usually made use of for transporting goods in Connecticut river within this Commonwealth might pass securely up and down between the places abovementioned at all seasons of the year when the other parts of said River were passable up and down by such boats or other craft for transportation - and the said proprietors for the purpose of reimbursing themselves the money by them expended on to be expended in building and supporting Dams & Locks and in clearing the passages necessary for the purposes in the said Act mentioned, even authorized to receive for every Ton weight which should be transported in boats or other Vessels through the same Locks and canals the sum of four shillings and six pence which is equal in value to seventy five Cents - and whereas the said proprietors on the thirtieth day of November in the year of our Lord one thousand seven hundred and ninety five had long before and after that time had taken and did take and receive of divers persons toll at the rate aforesaid for the transportation of Goods in boats and other Vessels through the locks and canals there erected by the said proprietors - And whereas on the same thirtieth day of November and long before that time one David Strong is and was a common boat man used to carry and transport Goods in a boat up and down the same river and and the said Nehemiah and Robert Giles on the same thirtieth day of November the same being a season of the year when the other parts of the river were passable up and down for transportation, at Northampton aforesaid did put on board the boat of the said David the same being a boat usually made use of for transporting goods in said River within this Commonwealth the following goods of them the said Nehemiah and Robert Giles to wit Eighty bushells of flax seed - sixty bushells of Beans and eight hundred and eighty pounds weight of butter and one thousand pounds weight of Cheese, all of the value of four hundred Dollars to be carried and transported on the same river from Northampton aforesaid to Hartford in the state of Connecticut - and the proprietors on the same day at Southadley in said County, did demand and receive of the plaintiffs Toll at the rate aforesaid for the transportation of the same goods through the same locks and canals - Nevertheless the said proprietors not regarding their duty in that behalf & continuing to aggrieve and damage the plaintiffs thus and there did not so clear the passage of the river aforesaid between the mouth of said Chickopee river and the mouth of Stony Brook as that boats usually made use of for transporting goods in Connecticut river within this Commonwealth might thus and there pass securely up and down between the places abovementioned by reason whereof the said David afterwards to wit the same day at Southadley aforesaid between the mouth of said Chickopee river and the mouth of said Stony Brook in attempting to pass therein with the boat and goods was not able to pass with the same boat and goods securely and for want of clearing the passage aforesaid the said boat was thus & there broken and over it whereby the said goods of the plaintiffs so as aforesaid put on board and carried in the same boat were lost and destroyed to their damage \$400. This Act was last taken and continued to this time when another party appearing the case is dismissed

Seth Cole of Norwich in the County of Hampshire Plaintiff vs Phineas Mearns
of the same said County Defendant in a plea of trespass on the case for that
the said Phineas at said Norwich on the twenty ninth day of April in the year of our Lord
one thousand seven hundred and ninety five by his Note in writing under his hand of
that date for value received promised the plaintiff to pay him or order the sum of
Fifty pounds lawful money equal to one hundred and sixty six Dollars and sixty six
Cents with Interest from the date / meaning the date of said Note / to be paid by the
first day of December in the year of our Lord one thousand seven hundred & ninety
six - which time is elapsed - yet the said Phineas the often requested both over paid
the contents of said note or any part of it but unjustly neglected it to his damage
two hundred Dollars - This action entered the last term - the plaintiff appears
and the defendant the three times called to come into Court made default & his ap-
pearance after which the action was continued to this term for judgment - Wherefore
it is now considered by the Court that the said Seth recover against the said Phi-
neas the sum of one hundred and eighty seven Dollars and twenty eight Cents -
damages and Costs of Suit taxed at \$ 10. 41 and three of 4s.

Cole vs Mearns
Jan'y. (21) 1797.

Whereupon the said Phineas appeals from the Judgment of this Court to the
supreme Judicial Court next to be holden at Northampton within and for
the County of Hampshire on the last Tuesday of September next and recognizes
with sureties to prosecute this appeal effect. — — — — —

Seth Cole of Norwich in the County of Hampshire Plaintiff vs
Eliaser King Yeoman and John Johnson Esquire both of Worthington in
the County of Hampshire Defendants in a plea of trespass on the case for that the
said Eliaser and John at said Worthington on the sixteenth day of November in the
year of our Lord one thousand seven hundred and ninety five by their note in writing
under their hands of that date for value received promised the plaintiff to pay
him or order fifty three dollars and thirty two Cents in one year from the date
of said note / which time is now past with Interest but paid - yet the
Eliaser and John have not nor either of them ever paid the contents of said
Note or any part thereof but unjustly neglected it to his damage Twenty
Dollars - This action entered in this Court at the last term and continued
to this term - and now the plaintiff appears - and the defendant the three times
called makes default of his appearance here - Wherefore it is considered
by the Court that the said Seth do recover against the said Eliaser & John
the sum of Fifty eight dollars and ten Cents damages and Costs of Suit
taxed at \$ 11. 66 & three of 4s.

Seth Cole
King & Johnson
Jan'y. (22) 1797.

Edw. signed May 23. 1797. —

Moses Kingsley of Chertsey in the County of Hampshire Plaintiff vs
Joseph Colton of Cummington in said County Tradesman James
Bradish of said Cummington Physicians Defendants in a plea of trespass on
the case for that the said Joseph and James at said Chertsey on the fifth
day of October last past by their note in writing of that date for value received
promised / by the name and firm of Joseph Colton and Co. to pay the said
Moses or order three hundred and seventy Dollars and forty eight Cents on
demand with Interest and the Plaintiff says, that on the fourth day of November
last past the said Joseph and James paid him two hundred and twelve doll.
Dollars and fifty Cents on said Note - but the residue, the often requested
they have never paid but have neglected and still do neglect & refuse to
pay the same to his damage two hundred Dollars.

Kingsley
vs
Colton & Co
Jan'y. (26) 1797.

This case entered in this Court of last term last past and continued
to this term - and now the plaintiff appears and the Defendant the three
times called makes default of his appearance here. Wherefore it is
considered by the Court that the said Moses recover against the Defendants one hun-
dred & ten dollars & two Cents and Costs of Suit taxed at \$ 27. 41. and three of 4s.

Edw. signed May 23. 1797.

Rendall
vs
Bisfell
Jan^y. 37/1797.

Luke Rendall of Deerfield in the County of Hampshire Yeoman Plaintiff
vs
Jonathan Mather Bisfell of Montague in said County Yeoman Defendant
in a plea of the Case for that whereas the said Bisfell at Northampton aforesaid
on the fourteenth day of November in the year of our Lord one thousand seven
hundred and ninety five by his note under his hand of that date for value and
promised the plaintiff to pay him three thousand of merchantable white pine
boards (of the value on the first avenue of six dollars and sixty seven cents each
thousand) to be delivered at any mill (meaning the said Bisfells mill) on the
great Island / meaning the great Island in Connecticut River situate between
Deerfield and Gill / by the fifteenth day of June then next with Interest - Now
the plaintiff in fact saith that he has always been ready to receive the contents
of said note according to the tenor thereof and on the great island aforesaid
on the fifteenth day of June aforesaid demanded the same yet he hath never
received the same the defendant but neglected to the damage of the said Luke
Forty Dollars. This action entered in this Court at the last term & continued
to this term - And now the parties appear - And the said Bisfell in Court
denies the wrong and injury whereof and for plea says the plaintiffs
declaration and matters therein contained are insufficient in Law
for him to have and maintain his said action and this he is ready to
verify and thereof prays Judgment &c. *pro* for Leavelle his Att^y. -
And the Plaintiff says his declaration is sufficient and for want of a
sufficient plea of the defendant prays Judgment. *pro* *contra* Coleman -
All which being fully understood by the Court it appears to the Court
that the D^fs declaration and the matters therein contained are sufficient -
it is therefore considered by the Court that the Plaintiff do recover against
the defendant the sum of twenty dollars damages and costs of Suit
laid at \$ 15-31 and thereof &c -
Whereupon the said Bisfell appeals from the Judgment of this Court
to the supreme Judicial Court next to be holden at Northampton within
and for said County of Hampshire and recognises with Sureties to pro-
ceed the same to effect.

Cushman
vs
Mather
Jan^y. 39/1797

Polycarpus Cushman of Wernardstown in the County of Hampshire
Physician Plaintiff vs
Moses Mather Bisfell of Montague in the same
County Yeoman Defendant in a plea of the Case for that the said M^r
as Greenfield on the eleventh day of April in the year of our Lord one
thousand seven hundred and ninety two by his note under his hand of that
date for value received promised the plaintiff to pay him or his order
the sum of four pounds Sterling or my request to thirteen dollars and
thirty four cents / worth in good quarters boards to be delivered at the
mouth of Fall River (so called) upon demand with Interest - And the
plaintiff avers that he was always ready to receive said quarters boards
according to the tenor of said note at the mouth of fall river aforesaid
there on the day of the date of this writ demanded the same - yet the
Defendant hath never paid or delivered the same the defendant but
neglected to the damage of the said Cushman Forty Dollars -
This action entered in this Court at the last term - and continued to this
term - and now the parties appear - And the said Bisfell denies
pleads and says the plaintiffs declaration and matters therein contained
therein are insufficient in Law and thereof he prays Judgment *pro* *contra* Coleman
pro *contra* for his Costs - *pro* *contra* Leavelle his Att^y. -
And the D^fs says the declaration is sufficient and therefore for want of a
sufficient plea the plaintiff prays Judgment. *pro* *contra* Coleman -
All which being fully understood by the Court it appears to the Court
that the declaration of the matters contained therein are sufficient -
whereupon it is considered by the Court that the said Cushman do recover
against the said Bisfell the sum of twenty dollars & forty four
cents -

Cents damages and costs of Suit taxed at \$ 10.76 - and thereof \$ -
Whereupon the said ~~Supreme~~ appeals from the Judgment of this Court to the
supreme Judicial Court next to be holden at Northampton within and for the
County of Hampshire on the last Tuesday of September next and recognises with
Sureties to prosecute the same to effect

Bariah Willards of Greenfield in the County of Hampshire To Deliver Plaintiff
or Thomas Wells of Lyndon in said County To Deliver Defendant in a plea of the
Case for that whereas the said Thomas at Greenfield aforesaid on the day of
the purchase of this Writ was justly indebted to the said Willards in the sum
of fifty four Dollars and ninety two Cents for divers goods wares and merchan-
dises according to the schedule annexed by the plaintiff to the said Thomas at his
special instance and request there before that time sold and delivered unto
being so indebted to the said Thomas there afterwards on the same day in con-
sideration thereof promised the Plaintiff to pay him the same on demand. Also
for that whereas the said Thomas at said Greenfield on the twelfth day
of May last past by his Note under his hand of that date for Value received
promised the Plaintiff to pay him or order the sum of three dollars and twenty
seven cents on demand with interest - Also for that the said Thomas at
said Greenfield on the eighteenth day of June last past by his other note of
hand of that date for Value received promised the Plaintiff to pay him another
sum of Twenty three dollars and twenty two cents on demand with Interest.
And also for that whereas the said Thomas at said Greenfield on the
tenth day of October last past by his other Note under his hand of that
date for Value received promised the plaintiff to pay him or order another
sum of Eleven pounds four shillings ^{and} eight pence ⁱⁿ Value thirty seven dollars &
thirty four cents on demand with Interest yet he hath never paid either
of the sums expressed or performed either of his said promises the request
but neglected it to the damage of the said Willards the sum of two hundred
Dollars. - This Petition entered in this Court at last Term where
the plaintiff appeared and the defendant tho three times called
to come into Court makes default of his appearance here - and the case
continued to this Term for Judgment - and now at this time the Plaintiff appears.
Wherefore it is considered by the Court that the said Bariah Willards
do recover against the said Thomas Wells the sum of One hundred
and twenty one dollars and fifty six Cents and costs of Suit taxed at
\$ 11.35. and thereof \$ -

Willards
vs
Wells
Jan'y. 40 - 1797.

Executed June 24. 1797.

John Elton Hall of Greenfield in the County of Hampshire, Merchants
and Joseph Taylor of the City and County of Philadelphia and State
of Pennsylvania Merchant & Joint partners in trade plaintiffs vs
Jonathan Hoit the second of Dunfield in the County of Hampshire
Defendant in a plea of the Case for that whereas this Jonathan
at Greenfield aforesaid on the day of the purchase of this Writ was justly
indebted to the said Hall and Taylor in the sum of four dollars for di-
vers goods Wares and Merchandizes according to the Schedule annexed
by the plaintiff to the said Jonathan and at his special instance and
request there before that time sold and delivered and being so indet-
ed to the said Jonathan there and there afterwards on the same day
in consideration thereof promised the Plaintiff to pay them the same on
demand - And also for that whereas the said Jonathan at said
Greenfield on the eleventh day of November in the year of our Lord
One thousand seven hundred and ninety four by his Note under
his hand of that date for Value received promised the plaintiffs
by the name of Hall and Taylor to them or order seventy three shillings
and six pence one farthing ⁱⁿ Value to twelve dollars and twenty
four cents on demand with Interest. - Also for that whereas the said
Jonathan at said Greenfield on the fourth day of December in the

Hall & al.
vs
Hoit. 2nd.
Jan'y. 42. 1797.

Year of our Lord one thousand seven hundred and ninety four
 by his other note under his hand of that date for value received promised the
 plaintiff (by the name of Hall and Taylor) to pay them or order another sum
 of twenty four shillings equal to four dollars on demand with interest —
 Yet he hath never paid either of said sums or performed either of his said pro-
 mises the requested to neglect it to their Damage Thirty Dollars. —
 This Action was entered in this Court at the last Term and continued to this
 Term — And now the plaintiff appears — and the Defendant the three
 times called to come into Court on his default of his appearance
 here — Wherefore it is considered by the Court that the Plff^o do
 recover against the said Jonathan the sum of Twenty two dollars and
 sixty one Cents damages and Costs of suit taxed at \$13.46 & thereof
 Whereupon the said Jonathan appeals from the Judgment of this Court to
 the Supreme Judicial Court next to be holden at Northampton within and
 for the County of Hampshire on the last Tuesday of September next and re-
 cognizes with sureties to prosecute the same to effect.

Babcock
 vs
 Wells —
 Jan^y 14th 1797

Darius Babcock of Leyden in the County of Hampshire German
 Plaintiff v. Thomas Wells of Leyden aforesaid Trader in a plea of the
 Case for that whereas the said Thomas at Greenfield aforesaid on the second
 day of April in the year of our Lord one thousand seven hundred and ninety
 four by his note under his hand of that date for value received promised
 the plaintiff to pay him or his order One hundred dollars in three months
 from the date of said note yet he hath never paid the same the requested
 but neglect it to the damage of the said Darius to his worth the sum
 of One hundred and fifty dollars — This Action was entered in this
 Court at last term and continued to this term — And now at this term
 the plaintiff appears and the defendant the three times called to come
 into Court makes default of his appearance here — Wherefore it is considered
 by the Court that the said Darius recover against the said Thomas the
 sum of Twenty three dollars and seventy one Cents damages and Costs
 of Court taxed at \$15.21 and thereof &c —
 Whereupon the said Thomas appeals from the Judgment of this
 Court to the Supreme Judicial Court next to be holden at North-
 ampton within and for the County of Hampshire on the last Tuesday
 of September next and recognizes with sureties for prosecuting the
 same to effect.

Worthington
 vs
 M^r Portash
 Jan^y 27th 1797

John Worthington of Springfield in the County of Hampshire
 Esq. Plaintiff v. W^m M^r Portash of Greenfield in said County
 Husbandman in a plea of the case for that the said William at
 said Springfield on the thirty first day of May in the year of our
 Lord one thousand seven hundred and ninety two by his promissory
 note of hand of that date for value received promised the said John
 to pay him or order on demand thirty three pounds twelve shillings &
 eight pence lawful silver money equal to one hundred and two dollars
 and eleven Cents with interest annually till paid — Yet the
 said William the often & repeatedly requested has never paid the same
 hitherto has and still does unjustly neglect and refuse to do it — to the
 damage of the said John two hundred dollars —

This Action entered in this Court at the last Term and continued to
 this Term — And now at this term the plaintiff by John Proctor Esq. his
 attorney appears — And the defendant the three times called to come
 into Court makes default of his appearance here — Wherefore it is
 considered by the Court that the said John recover against the said William
 the sum of One hundred and forty five dollars and fifty Cents damages
 and Costs of suit taxed at \$11.7 and thereof &c

Satisfied May 28th 1797

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Leбина Stubbins and Thomas Stubbins both of Springfield in the
 County of Hampshire Merchants Plaintiffs v. William Hancock Junr. of
 Springfield in the County of Hartford and State of Connecticut Merchants
 Deft. in a plea of the case for that whereas the said William at said Springfield
 on the fifteenth day of October instant was justly indebted to said Leбина & Thomas
 in the sum of thirty four dollars and seventy five cents for sundry Goods Wares and
 Merchandise then before that time sold and delivered by them to him the said
 William at his special instance and request and to balance all accounts between
 them therefor and being indebted the said William then and there in consid-
 eration thereof promised said Leбина and Thomas to pay them the same when
 ever there required - - - Also for that whereas the said William at said
 Springfield on the same fifteenth day of October in consideration that the said Le-
 bin and Thomas had before that time then sold and delivered to him the said William
 other goods Wares and Merchandises at his special instance and request by the
 said William then and there promised said Leбина and Stubbins to pay them for
 the goods Wares and Merchandises last mentioned so much money as the same
 were reasonably worth at the time of the sale and delivery thereof and the
 said Leбина and Thomas do in fact aver that the goods Wares and merchandises
 last mentioned were reasonably worth other thirty four dollars and seventy five
 cents at the time of the sale and delivery thereof to wit at said Springfield where
 of the said William then and there has received - Yet the said William the af-
 ter thereof required has never paid the said sums or either of them but
 hitherto hath and still doth unjustly neglect and refuse so to do - to the
 damage of the said Leбина & Thomas Forty Dollars. -
 This Action entered in this Court at the last term and continued to this
 term and now the plaintiffs appear and the defendant the three times
 called to come into Court makes default of his appearance here - Where-
 fore it is considered by the Court that the said Leбина and Thomas
 recover against the said William the sum of Thirty four Dollars and
 twenty five cents damages and Costs of Suit taxed at \$ 11- 27- and
 thereof &c.
 Eam signed May 25. 1797.

Stubbins & a.
Hancock
Jury 14/1797

Paul Vanhorn of Springfield in the County of Hampshire
 Yeoman plaintiff v. Daniel Warriner of the same Springfield
 Yeoman Defendant in a plea of the Case for that the said Daniel at
 Springfield on the fifth day of October last by his promissory note of that
 date for Value received promised said Paul to pay him or order
 thirteen pounds eight shillings and six pence which is equal to forty four
 dollars and seventy five cents on demand to be paid in merchantable
 white pine boards at the market price - and the said Paul avers that
 on the second day of December instant at said Springfield he requested
 said Daniel to pay him the contents of said Note according to the form
 and effect of said Note yet said Daniel did not deliver merchantable
 white pine boards in payment thereof to said Paul nor has he ever
 paid said Note in any way but hitherto has and still does unjustly
 neglect and refuse so to do to the damage of the said Paul fifty Dollars.
 This case entered in this Court at the last term and continued to
 this term - And now the plaintiff appears, and the defendant
 the three times called to come into Court makes default of his appear-
 ance here - Wherefore it is considered by the Court that the said
 Paul recover against the said Daniel the sum of thirty two dol-
 -lars and thirty four cents damages and Costs of Suit taxed at \$ 11- 11-
 and thereof &c.
 Eam signed May 25. 1797.

Vanhorn
Warriner
Jury 14/1797

Hawley
vs
Hawley
Jan. 15/1797

Lizina Hawley of Amherst in the County of Hampshire Yeoman
plaintiff v. Samuel Hawley Buckman of Wendell in the same County
Yeoman Def^t in a plea of the case for that the said Samuel at Amherst
on the fifteenth day of August in the Year of our Lord 1796 by his Note
under his hand of that date for Value received promised the said Lizina
to pay him or his order the sum of Thirty five dollars on or before
the fifteenth day of October then next with lawful interest for the same
until paid - And the said Lizina says he has never assigned the same
note to any person - Yet the said Buckman the often requested both never
paid the same or any part thereof but neglects it to the damage of the
said Lizina Fifty Dollars - This case entered in
this Court at the last term and continued to this term - and now at
this term the plaintiff appears - and the defendant the three times
called to come into Court makes default of his appearance here -
Wherefore it is considered by the Court that the said Lizina recover
against the said Hawley the sum of thirty six dollars and fifty
two Cents damages and Costs of Suit taxed at \$10. 49 & thereof
Can issue May 24. 1797.

Lewis
vs
Arms.
Jan. 15/1797.

Elisha Lewis of Amherst in the County of Hampshire Saddler Def^t
v. Lemuel Arms of Deerfield in the County of Hampshire Yeoman Def^t
in a plea of the case for that the said Lemuel at Amherst aforesaid on the
fifth day of November last by his Note under his hand of that date for Value
received promised the said Elisha to pay and deliver to him at the dwelling
house of Gad Smith of Whately in said County or to his order thirteen pounds
weight of good merchantable Indigo. worth two dollars for each pound,
on the fourteenth day of the same November - And the said Elisha says
he was always there ready to receive the same. Yet the said the Lemuel
the often requested both never paid and delivered the same but neglects
it to the damage of the said Elisha Fifty Dollars -
This case commenced at the last term and continued to this term and
now the plaintiff appears and the defendant the three times called to
come into Court makes default of his appearance here - Wherefore it is
considered by the Court that the said Elisha do recover against the
said Lemuel Arms the sum of Twenty dollars and eight Cents
Damages and Costs of Suit taxed at \$7. 82. and thereof &c.

Can issue May 24. 1797.

Williams
vs
Buckman
Jan. 15/1797.

Justus Williams Jun^r of Amherst in the County of Hampshire
Yeoman plaintiff v. Samuel Hawley Buckman of Shutesbury in said
County Yeoman defend^r in a plea of the case for that the said Buckman at
said Shutesbury on the twenty fifth day of June last by his Note under
his hand of that date for Value received promised the said Justus to pay &
deliver to him three thousand and one half of a thousand of ciding boards
worth six dollars for each thousand on or before the tenth day of December
then next and the said Justus saith he has always been ready to receive
the same - also for that the said Buckman there on the same day & year
by his other note of that date for Value received promised the said Justus
four thousand and three hundred of a thousand of ciding boards worth forty
shillings for each thousand, six dollars and seventy seven Cents on or before
the first day of September then next - and said Justus says he was always
ready to receive the same - Yet the said Buckman though often requested
both never performed either of his promises of said but neglects it -
to his damage Eighty dollars - This action was

Entered in this Court at the last term and continued to this term - and at this time the Plaintiff appears - and the Defendant the three times called to come into Court has defaulted of his appearance here - Wherefore it is considered by the Court that the said Justices recover against the said Defendant the sum of Fifty four dollars & fifty one Cents damages and \$ 10 Sh. Costs of Suit and thereof &c.

East. s^{es} June May 24. 1797

Calvin Merrill of Amherst in the County of Hampshire Gentleman Plaintiff v. Joseph Bodman Jun^r of Williamsburg in said County Gentleman Defendant in a plea of the Law for that the said Joseph at said Williamsburg on the sixteenth day of November in the Year of our Lord one thousand seven hundred & ninety five by his Note under his hand of that date for Value received promised the said Calvin to pay him or his order the sum of eighteen dollars and thirty three Cents on or before the last day of April then next - And the said Calvin saith he has never assigned the same, yet the said Joseph through often neglect of her own paid the same but ought to be to the damage of the said Calvin the sum of Thirty dollars This action entered in this Court at the last term - The plaintiff appeared & the defendant the three times called to come into Court made default of his appearance - after which the case was continued to this term for judgment - and now the plaintiff appears - and it is considered by the Court that the said Calvin recover against the said Joseph the sum of Thirty dollars damages and Costs of Suit taxed at \$ 8. 95. and thereof &c.

Merrill
or
Bodman
Jan. 55/ 1797.

D. S. 19. 50 Cts 8. 95

East. s^{es} May 24. 1797

Ezra Lyman of Northampton in the County of Hampshire Trader Plaintiff v. Simon Goodman of Southbury in the same County Gentleman in a plea of the Law for that the said Simon at Northampton on June 31. 1796 by his Note promised the Plaintiff to pay him \$ 25. 10 on demand with Interest &c. This case entered the last term continued to this term - and now neither party appears and the case is dismissed.

Lyman
or
Goodman
Jan. 57. 1797.

Jonathan Thompson of Brimfield in the County of Hampshire Gentleman Plaintiff v. Josiah Arms of the same Brimfield Gentleman in a plea of trespass on the case for that the said Josiah at said Brimfield on the second day of September last past by his Note of hand of that date for Value received promised the plaintiff to pay him fifteen pounds which the plaintiff says is equal to fifty Dollars by the first day of October then next with Interest - Yet the said Josiah the often requested hath never paid the contents of said Note to the plaintiff or any part thereof but unjustly ought to do it - to his damage Seventy dollars

Thompson
or
Arms
Jan. 60/ 1797.

This action entered in this Court at last term and continued to this term. and now at this time the plaintiff by Caleb Strong Esq. his Attorney appears - and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Jonathan do recover against the said Josiah the sum of Fifty two dollars and eighteen Cents damages and Costs of Suit taxed at \$ 12. 10. and thereof &c.

East. s^{es} June May 30. 1797

Isaac Powers Esq. & Robert Field Gent^l and Abijah Powers Gent^l all of Greenwich in the County of Hampshire For themselves plaintiffs v. William McIntosh Husbandman and Caleb Keith Gentleman both of Greenwich aforesaid Defendants in a plea of trespass on the case for that the said William and Caleb at said Greenwich on the first day of September in the year of our Lord one thousand seven hundred and ninety four by their Note of hand of that date for Value received jointly and severally promised the said Isaac Robert &

Powers & all
or
McIntosh & all
Jan. 61/ 1797

Abijah selectmen of the same town or their Surveyor in due capacity to pay the sum of fifty nine pounds twelve shillings and five pence - which sum the plaintiff say is equal to one hundred and ninety eight dollars & seventy three cents as ordered the first day of November which will be in the year one thousand seven hundred and ninety six with interest till paid and the first cost to be paid annually and they the plaintiff say that they the plaintiff now are select men of the same town - Yet the said Williams and Cady though often requested have not whether hath either of them paid the contents of said note or any part thereof but unjustly neglect to do it to their damage two hundred & fifty dollars - This Action entered in this Court at the last term and the Plffs by Cady Strong Esq their Attorney appeared and the defendants the three times called to come into Court on the default of their appearance here and the case was continued ^{to} this term for judgment - and now at this term the Plffs by their Attorney appear and it is considered by the Court that the Plffs do recover against the defendants the sum of two hundred and thirty dollars and fifty seven cents damages and Costs of suit taxed at \$10.78. and thereof \$

Edw Jfs^r May 24. 1797.

Lyman App^t
27.
Pliff App^r
Jan. 163/1797

Gaius Lyoness of Northampton in the County of Hampshire Laborer Appellant v. Pelatiah Bliss of West Springfield in the same County Esq. Appellee. in an affidavit on an original action wherein the said Pelatiah Bliss was Plaintiff and the said Lyman Appellant, in a plea of the case for that the said Gaius at West Springfield aforesaid on the 14th day of October last past was justly indebted to the said Pelatiah in the sum of seven Dollars for a barrell of oil before that time sold and delivered to him the said Gaius and at his special instance and request and being so indebted the said Gaius then and there in consideration thereof assumed on himself & faithfully promised the said Pelatiah to pay him the same sum whenever he should be thereto requested. Also for that the said Gaius at West Springfield aforesaid on the day and year aforesaid, in consideration that the said Pelatiah had before that time sold and delivered to him the said Gaius & at his special instance and request one other barrell of oil assumed on himself and faithfully promised said Pelatiah to pay him so much money as the last barrell of oil was reasonably worth. And the said Pelatiah says that the last mentioned barrell of oil was reasonably worth another sum of seven dollars - Yet the said Gaius has never paid either of the before mentioned sums but unjustly neglects it to the damage of the said Pelatiah the sum of Thirteen dollars - This Action entered in this Court at the last term and continued to this term - And now the parties appear and the said Gaius now comes & defends the force and injury whereof and says he never promised in manner and form as the plaintiff has alleged and thereof puts himself on the Country - and the said Pelatiah likewise - wth Strong Jm^r
J^r Sam^r Lathrop att^y

Whereupon a Jury duly set in view and impanelled at this Term being sworn to try the issue, on their oaths do find that the Appellant promised in manner and form as the Appellee hath alleged and also damages at five Dollars. Wherefore it is considered by the Court that the said Pelatiah Bliss do recover against the said Gaius Lyoness the sum of Five dollars damages and his Costs of suit taxed at twenty Dollars and forty nine cents and thereof \$

Edw Jfs^r May 25. 1797.

Ebenezer White of Northfield in the County of Hampshire Tradesman. Plaintiff or
 Samuel Mattson Junr. of the same Northfield Yeoman Def. in a plea of the Case
 &c as by the Plaintiffs declaration in the Writ on file at large will appear.
 This Action was entered in this Court at last term and continued to this term &
 now at this time the said Ebenezer and Samuel the three times called to come
 into Court make default of their appearance - wherefore this Cause is dismissed

White
 Mattson
 Jan. 7. 67 / 1797.

George Eddy of Haverford in the County of Cumberland and State of New
 York Millwright Plaintiff, or Timothy Baker and Rufus Baker both of Hanley in
 the County of Hampshire Yeoman alias Gentlemen in a plea of the case for that the sd
 Timothy and Rufus at Northampton aforesaid on the tenth day of October in the year
 of our Lord seventeen hundred and ninety five by their notes under their hands of that
 date for Value received promised the plaintiff to pay him or order Twenty ~~dollars~~
 one pound thirteen shillings and one penny, (equal in value to Seventy two
 dollars and eighteen cents) in one year from the date (meaning the date of the note
 with interest - which time has elapsed, yet the said Timothy and Rufus the often
 requested by the Plff. the same sum and interest have not paid but neglect it to the
 damage of the said Charles the sum of One hundred dollars

Eddy
 Baker & al
 Jan. 70 / 1797.

This Action entered in this Court at the last term and continued to this term
 and now at this term the Plaintiff appears, and the defendant the three
 times called to come into Court makes default of his appearance here. -
 Wherefore it is considered by the Court that the said George do recover ag
 ainst the said Timothy and Rufus the sum of Seventy nine dollars & fifteen
 Cents and his costs of suit taxed \$ 13. 6. 0 and there of &c

Cor. signed May 23 1797

Silas Metcalf of Norwich in the County of Hampshire Yeoman Plaintiff
 or Alphens Gillet of the same Orange Yeoman defendant in a plea of the case
 for that the said Gillet at said Orange on the thirteenth day of October in the year
 of our Lord seventeen hundred and ninety five by his note under his hand of that
 date for Value received promised one Joel Thayer to pay him or order thirty one
 Dollars and thirty three Cents in one year from the date of said note with interest -
 which time has elapsed and the said Thayer there afterwards on the same day by
 his indorsement on the same note under his hand for Value received ordered the contents
 thereof then due and unpaid to be paid to the plaintiff of all which the sd Gillet
 had notice and thereupon by Law became liable to pay the same to the plaintiff
 and accordingly then and there in consideration thereof promised the plaintiff to
 pay him the same according to the tenor of said note. yet the said Gillet
 the requested the same sum and interest hath not paid but neglects it -
 to the damage of the said Metcalf Fifty Dollars -

Metcalf
 Gillet -
 Jan. 7. 75. 1797

This Action entered in this Court at the last term and there continued to this
 Term - and now the plaintiff appears and the defendant the three times
 called to come into Court makes default of his appearance here. - wherefore
 it is considered by the Court that the said Silas Metcalf do recover against the
 said Alphens Gillet the sum of twenty seven dollars and forty six
 Cents damages and his costs of suit taxed at \$ 12. 6. 0 & there of &c

Cor. signed May 27. 1797.

James Ball of Warwick in the County of Hampshire Gentleman Plaintiff or William Foster of Orange in the same County Yeoman
 Defendant in a plea of the Case &c. as by the Plffs declaration in the
 Writ at large on file. This Action was entered in this Court at the last
 term and continued to this term - and the Plff the three times called
 to come into Court becomes non suit and the Def. the three times called
 to come into Court makes default of his appearance here - wherefore
 this Action is dismissed

Ball & Foster
 Jan. 7. 75. 1797

Dwight & Son
or
Lot Dean
Jan^y. 7th. 1797.

Jonathan Dwight of Springfield in the County of Hampshire Esq &
James Dwight of the same Springfield Joint dealers in trade, plaintiffs v.
Lot Dean of Ware in the County of Hampshire German defendant, in a
plea of the Case &c as by the Plaintiffs Writ and declaration at large on file —
This case was entered in this Court at the last term — the Plaintiffs appeared,
and the Defendant the three times called to come into Court makes default of
his appearance, and the action continued to this term for Judgment — and
now at this time the plain^{tiff} being three times called to come into Court
becomes nonsuit — wherefore this case is dismissed —

Clifford
or
Fulton & al
Jan^y. 7th. 1797

Samuel Clifford of Belchertown in the County of Hampshire
German Pl^t v. Daniel Fulton Blacksmith and David M. Fulton German
both of New Salem in the same County defendants — in a plea of the Case
for that they the said Daniel and David at Greenfield aforesaid on the
twenty sixth day of October in the year of our Lord one thousand seven
hundred and ninety five by their promises or note of hand of that date
by them subscribed for value received promised the plain^{tiff} to pay
him or his order sixteen thousand of good merchantable shingles
to be delivered at Fort Wheelers in New Salem by the first day of
February next (meaning by the first day of February then next
ensuing the date of said Note) with use and the plain^{tiff} avers that
he was ever ready at the time and place of delivery to have received
said shingles in payment of said Note according to the tenor thereof
and the said shingles at the time and place of the delivery thereof
were of the value of two dollars per thousand and of all which they the
said Daniel and David have had due notice — Yet said Daniel and
David tho by the pl^{tiff} often requested have not performed their
promise aforesaid but ought it to the damage of the said Samuel
forty Dollars. — This action entered in Court at the last
term and continued to this term — and now the plain^{tiff} by Edward
Upham Gent^l his Attorney appears — and the defendant the three
times publicly called to come into Court makes default of his appear
ance here — Wherefore it is considered by the Court that the said
Samuel do recover against the said Daniel and David the sum of
twenty six dollars and twenty six Cents damages and Costs of
Court taxed at \$ 13.00 and thereof &c.

Ex^{co} issued May 25. 1797.

Lord
or
Barnard
Jan^y. 10th. 1797

Ichabod Lord of New Salem in the County of Hampshire
Trader Pl^t v. Francis Barnard of the same New Salem German
Def^t in a plea of the Case for that the said Francis at said New Salem
on the sixth day of August last past by his note under his hand of that
date for value received promised the said Ichabod to pay him
or his order the sum of three by three dollars on demand with the law
ful interest for the same until paid. Yet the said Francis tho often
requested hath never paid the same but oughts and refuses to do so
to the damage of the said Ichabod sixty dollars —

This action entered in this Court at the last term and continued
to this term — and now at this term the plain^{tiff} by Edward Upham
Gent^l his Attorney appears. and the defendant the three times pub
licly called to come into Court makes default of his appearance here.
Wherefore it is considered by the Court that the said Ichabod do
recover against the said Francis the sum of thirty four dollars &
fifty six Cents damages and Costs of Suit taxed at \$ 13.51 &
thereof &c

Ex^{co} 2nd May 25. 1797.

Charles Porter Jun^r trader and William Porter trader both of Haddly in the County of Hampshire partners in trade plaintiff v. Solo Son-
ith of Shutesbury in said County & common defendant in a plea of the Case
&c - as by the plaintiffs Writ and declaration on file - This case was
entered in this Court at the last term and continued to this term - and
now at this term the plaintiff the three times publicly called to come
into Court & comes nonsuit and the defendant makes default of appearance
wherefore this case is dismissed

Porter & al
vs
Smith
Jan. 81 / 1797

Joseph Perry of New Salem in the County of Hampshire
& common Plaintiff v. Samuel Reed of Wendell in the same County &c
common Def^t in a plea of the Case &c as by Writ and declaration on file.
This action entered in this Court at the last term and continued to this
Term when neither of the parties appearing this case is dismissed

Perry vs Reed
Jan. 83. 1797.

Cotton Graves of Sunderlands in the County of Hampshire
& common Plaintiff v. Joseph Ray of Shutesbury in said County
& common Def^t in a plea of the Case for that the said Joseph at Lon-
derland aforesaid on the twenty fifth day of August last past by his
Note under his hand of that date for Value received promised the said
Cotton to pay him or his order the sum of nine pounds twelve shil-
lings and two pence equal to thirty two dollars and fourteen Cents
on demand with Interest for the same until paid. Yet the said Joseph
though often requested hath never paid the same but neglects & refuses
to do it to his damage Sixty Dollars. This action entered in Court
at the last term and continued to this term. and now at this term the
plaintiff by Edward Chapman Gent. his Attorney appears and the
Defendant the three times called makes default of his appearance
here - Wherefore it is considered by the Court that the said Cotton
do recover against the said Joseph the sum of thirty three
dollars and fifty eight Cents Damages and Costs of suit taxed at
\$ 12.00 and thereof &c

Graves
vs
Ray -
Jan. 84 1797

Given in Court Jan^y 25th 1797.

Zenos Parsons of Springfield in the County of Hampshire
Innholder Plaintiff v. Abel Bliss of Wilbraham in s^d County
Husbandman in a plea of the Case &c as by the plaintiffs Writ
and declaration on file - This action entered in this Court at the
last term - the plaintiff appeared - and the defendant the three
times publicly called to come into Court made default of his
appearance here - after which this action was continued to this term
and now the Plff. the three times called to come into Court becomes
nonsuit and the action is dismissed

Parsons
vs
Bliss
Jan^y. 87. 1797

Jonathan Dwight Esq. and James Dwight Merchant both of Spr-
ingfield in the County of Hampshire Traders Plffs v. Simons
Graves of Palmer in s^d County & common Def^t in a plea of the Case &c -
This action entered in this Court at the last term - the plff appeared
and the Def^t the three times called made default of his appearance
here after which the case was continued to this term for Judgment
and now at this term the plaintiff the three times publicly
called & comes into Court becomes nonsuit - and
this case is dismissed

Dwight & Son
vs
Graves
Jan^y. 90 / 1797

Dwight & Sons
vs
Stanton
Jan^y 7/94/1797

Jonathan Dwight Esq^r and James Smith Dwight Merchant both of Springfield in the County of Hampshire plaintiffs vs Reuben Stanton of the same County of Hampshire Gent^l Defendant in a plea of the case for that the said Reuben at Springfield aforesaid on the third day of August last past by his promissory note under his hand of that date for value received promised the plaintiffs to pay them or their order two hundred and six dollars and thirteen Cents on demand with lawful interest for the same till paid Yet the often requested the said Reuben hath never paid the plaintiffs the same or any part thereof but neglects it to the damage of the Jonathan and James Two hundred and fifty dollars — This action was entered in this Court at the last term & continued and now at this term the plaintiffs appear and the Defendant the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan and James do recover against the said Reuben two hundred and sixteen dollars and ten Cents damages and costs of Suit taxed at \$ 3- and thereof &c

Foot & al.
vs
Stiles
Jan^y 7/97/1797

Enos Foot of Southwick and Samuel Kellogg of Westfield both in the County of Hampshire Joint Sunders plaintiffs vs Dorcas Stiles of said Southwick Gent^l Defendant in a plea of the case for that the said Dorcas at said Southwick on the 7th day of January in the Year of our Lord 1796 by his note in writing under his hand of that date for value received promised the Plaintiffs to pay them or their order sixty seven pounds lawful money equal in value to \$ 223-33- to be paid by the first day of March then next with Interest after out measuring Interest after the said note became payable Yet the said Dorcas the often requested hath never paid the Contents of said Note but unjustly neglects it to their damage one hundred and fifty Dollars — This action was entered in this Court at the last term and continued to this Term and now the plaintiffs appear and the Defendant the three times called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Enos & Samuel do recover against the said Dorcas \$ 104-20 damages and \$ 11-23 Costs and thereof &c —

Examined May 24. 1797.

Foot & al.
vs
Sackett
Jan. 90/1797

Enos Foot of Southwick and Samuel Kellogg of Westfield both in the County of Hampshire Joint Sunders plaintiffs vs Adnah Sackett of Westfield in said County Gent^l Defendant in a plea of the case for that the said Adnah at said Westfield on the 26th of December in the Year of our Lord 1796 by his note in writing under his hand of that date for value received promised the plaintiffs to pay them or order on demand £ 220 5 00 Lawful money equal in value to \$ 75.93 with Interest till paid — Yet the said Adnah the often requested hath never paid the Contents of said note but neglects it to the damage of the Plaintiffs one hundred Dollars — This action was entered at the last term and continued to this term — and now at this term the Plaintiffs appear and the defendant the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the plaintiffs do recover against the said Adnah \$ 77-84- and Costs of Suit taxed at 10-99 & thereof &c

Examined May 24 1797. —

John Barrett of Northfeld in the County of Hampshire Gentleman
 Plaintiff v. Elisha Colton of Long meadow in the same County husbandman
 in a plea of assumpsit on the case for that whereas the said Elisha at Long Meadows in
 said County on the seventeenth day of December in the Year of our Lord one thousand
 seven hundred and ninety four by his promissory Note in writing under his hand of that
 date for Value received promised one Note to pay him or his order ~~Twenty five~~
 pounds four shillings and six pence which the plaintiff avers is equal to one hun-
 dred and fifty dollars and seventy five Cents by the first day of October then next
 ensuing the date of said Note with the lawful interest for the same till paid,
 and the said Note then afterwards on the same seventeenth day of December the
 contents of said Note being then wholly due and unpaid made his indorsement
 on the same Note with his hand writing subscribed thereto, and thereby ordered &
 appointed the contents of said Note to be paid to the plaintiff or his order accord-
 ing to the tenor thereof and of the said indorsement of which the said Elisha there-
 afterwards instantly had Notice and thereby became liable to pay the contents
 thereof said Note to the plaintiff and being so liable by the said Elisha in con-
 sideration thereof at Long Meadows aforesaid on the same seventeenth day of De-
 cember assumed on himself and promised the plaintiff to pay him the same con-
 tents of said Note according to the tenor thereof and of said indorsement, Yet the
 often thereto requested the said Elisha hath never paid the same contents
 or any part thereof to the plaintiff but hitherto hath unjustly neglected &
 still does unjustly neglect and refuse so to do - to his damage two hundred
 Dollars. - This Action was entered in this Court at the last term and
 continued unto this term - and now at this term the plaintiff by George
 Phelps Esq. his Attorney appears and the defendant the three times
 lawfully called to come into Court makes default of his appearance here -
 Wherefore it is considered by the Court that the said John do recover
 against the said Elisha the sum of One hundred and seventy two dol-
 lars and seventy six Cents damages and Costs of suit taxed at \$15.49
 and thereof &c.

Barrett
 vs
 Colton
 Jan. 101/ 1797.

Ex. issued May 24. 1797.

The Inhabitants of Ludlow in the County of Hampshire plffs.
 v. Joseph Miller of the same Ludlow Defendant in
 a plea of the Case &c as by Writ and declaration of the Plffs on
 file. This Action was entered in this Court at the last term and con-
 tinued to this term and now at this term the parties the three times
 lawfully called to come into Court make default of their appearance
 here and the Action is dismissed

Inhab' of Ludlow
 vs
 Miller
 Jan. 102/ 1797.

Jonathan Woodward of Coventry in the County of Tolland
 in the State of Connecticut German Plaintiff v. William Bolter
 and Thomas Delane both of Northampton in the County of Hamp-
 shire Harrosh makers in a plea of the case for that the said Wil-
 liam and Thomas at Granby in the said County of Hampshire
 on the first day of February last past by the manner and description of
 Bolter and Delane by their promissory note of that date for Value
 recd. promised the said Jonathan to pay him within three months from
 the date thereof One hundred and thirty five dollars and eight cents & two
 thirds with lawful interest for the same till paid. Yet the often re-
 quested the said William and ~~Delane~~ Thomas nor either of them
 have ever paid the same or any part thereof but unjustly neglected it
 to his damage One hundred and ten Dollars.

Woodward vs
 Bolter & al.
 Jan. 103. 1797.

This Action entered at last term of this Court and continued to this term
 and now at this term the Plff appears and the Def^t the three times called
 to come into Court makes default. Wherefore it is considered by the Court the
 Plff recover against the Def^t ninety two dollars & six Cents and Costs
 of suit taxed at \$13.21. and thereof &c.

Ex. issued May 24. 1797.

Nathan
Charles
Jan'y. 1797.

Nathan Niles late of Wilbraham in the County of Hampshire Esq -
man plaintiff v. Solomon Charles of the same Wilbraham Yeoman
Defendant, in a plea of the case for that whereas the said Solomon at Wilbraham
aforesaid on the sixth day of June in the year of our Lord one thousand seven hundred
and ninety six by his promissory note in writing under his hand of that date for
value received promised the said Nathan to pay him or his order twenty four
bushells of good merchantable Indian Corn by the first day of December
then next ensuing and the said Nathan avers that the time set for the
delivery of said corn hath elapsed and that he was always ready during
the whole of said time limited for the delivery thereof he received the
same corn according to the tenor of said note to wit at Wilbraham
aforesaid and that said corn was then and there well worth seventy five
by the bushell. Yet the often threats requested the said Solomon hath
never delivered the said corn or any part thereof to the plaintiff or his
order or in any way performed his said promise but unjustly neglected &
refused to do to the damage of the said Nathan the sum of dollars -
This action was entered in this Court at the last term and continued
to this term and now at this term the Plff by Moses Blais Esq his atty
appears and the Def^t the three times publicly called to come into
Court makes default of his appearance here - Wherefore it is considered
by the Court that the said Nathan do recover against the said Solomon
the sum of eighteen dollars and forty five cents damages and costs of suit
taxed at \$10.67 and thereof &c.

Exam issued May 24. 1797.

Phillips Esq.
Loomis.
Jan'y 106/1797

William Phillips Junr. of Boston in the County of Suffolk
Esq. Plaintiff v. Joshua Loomis of Westfield in the County of Ham-
psire Husbandman Def^t. in a plea of the case for that the said Joshua
at Northampton aforesaid on the twenty third day of June in the
year of our Lord one thousand seven hundred and ninety four by his
promissory note in writing under his hand of that date for value received
promised the said William to pay him or his order fifteen pounds
seven shillings and six pence which is equal as the said William avers
to fifty one dollars and twenty five cents in one year from the date of
said note with lawful interest for the same till paid - Yet the often
threats requested the said Joshua hath never paid the same or
any part thereof but unjustly neglected it to the damage of the said
William Forty dollars - This action was entered
at the last Term of this Court and continued to this term - and
now the plaintiff by Moses Blais Esq. his Attorney appears - and the
defendant the three times publicly called to come into Court makes
default of his appearance here - Wherefore it is considered by the Court
that the said William do recover against the said Joshua the sum
of forty five dollars and ninety four cents damages and costs of suit
taxed at \$12.26 and thereof &c. - Exam issued May 24. 1797.

Patten
Deane
Jan'y 112/1797

Nathaniel Patten of Hartford in the County of Hartford &
State of Connecticut Merchant v. Lot Deane of Ware in the County
of Hampshire Taxholder, in a plea of the case for that whereas
the said Lot at Northampton aforesaid on the third day of
November in the year of our Lord one thousand seven hundred
and ninety six by his promissory note in writing of that date

for Value received promised the said Nathaniel to pay him or his order on demand Eighty two dollars with lawful Interest for the same from the twenty first day of September then past till paid - Yet the often requested the said Lot hath never paid the same or any part thereof to the plaintiff but hitherto hath unjustly neglected and refused and still does unjustly neglect and refuse so to do - to the damage of the said Nathaniel One hundred Dollars - This action was entered at the last term of this Court and continued to this term - and now at this term the Plaintiff by Joseph Stiff Esq his Attorney appears and the defendant the three times called makes default of his appearance here - Wherefore it is considered by the Court that the said Nathaniel do recover against the said Lot the sum of Eighty five dollars and twenty eight Cents damages and Costs of Suit taxed at \$ 14.65. and thereof &c

Ex^{ca} issued May 24. 1797.

Levi Shephard of Northampton in the County of Hampshire Esq. Plaintiff v. Jonathan Bigelow of Conway in the same County Yeoman in a plea of trespass on the Case for that the said Jonathan at Northamp. on the twelfth day of November in the year of our Lord one thousand seven hundred & ninety four by his Note of hand of that date for Value recd. promised the said Levi to pay him or order forty one pounds four shillings and five pence lawful money equal as the plaintiff says to One hundred and sixty seven dollars and forty Cents on demand with interest - also for that the said Jonathan at said Northampton on the sixteenth day of June in the year of our Lord one thousand seven hundred and ninety five by his other note of that date promised Value recd. (meaning for Value received) the said Levi to pay him or order on demand with Interest Sixty seven dollars - Yet the said Jonathan the often requested hath in no wise performed either of his said promises to the said Levi but neglects so to do to the damage of the said Levi Two hundred dollars - This action entered in this Court at the last term and continued to this term - and now the Plaintiff by Samuel Hinchley Esq his Attorney appears - and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Levi do recover against the said Jonathan the sum of One hundred and sixty two dollars and forty three Cents and Costs of Suit taxed at \$ 8.75 and thereof &c

Shephard Esq
v
Bigelow -
Jan 7/115/ 1797.

Ex^{ca} issued May 30. 1797.

William Botter and Thomas Delino both of Northampton in the County of Hampshire Saddlers plaintiffs v. Simon Goodman of Southadley in said County Trader alias Gentleman defendant in a plea of trespass on the Case for that the said Simon at said Northampton on the first day of July last past by his Note of hand of that date for Value received promised the plaintiffs (by the name of Botter and Delino) to pay them or their order One hundred and ninety nine dollars and forty five Cents on demand with Interest till paid. Yet the said Simon the often requested hath never paid the Contents of said Note to the plaintiffs or to either of them or any part thereof but neglects and refuses so to do to the damage of the said Botter & Delino the sum of two hundred Dollars - This action in this Court at the last term and continued to this term. and now the Plffs appear & the deft the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Botter & Delino recover against the said Simon the sum of \$ 210.10 damages & Costs of Suit taxed at \$ 8.3 and thereof &c

Botter & al
v
Goodman -
Jan 7/116/ 1797

Ex^{ca} issued May 30. 1797.

Eliph Bangs
 v.
 Gustiff & al.
 Jan'y. 12^o. 1797.

Eliphabet Bangs of Williamsburg in the County of Hampshire Es-
 quier plaintiff v. Isaac Gustiff Joins and Samuel Bodman Yeoman both
 of the same Williamsburg Defendants - in a plea of trespass on the case for
 that the said Isaac and Samuel at said Williamsburg on the thirteenth day
 of March last past by their note of hand of that date for value received prom-
 ised jointly and severally the said Eliphabet to pay him or order the sum
 of Nineteen pounds equal as the plaintiff says to sixty three dollars and
 thirty three cents by the thirteenth day of November next / meaning by the
 thirteenth day of November then next / with Interest yet the said Isaac &
 Samuel the often requested have not nor hath either of them in any way
 performed their said promise to the plaintiff but neglect so to do
 to the damage of the said Eliphabet the sum of Fifty Dollars -
 This action entered in this Court at the last term - The plaintiff by
 J. Hinckley Esq^r his attorney appeared, and the defendant the three
 times called to come into Court made default of his appearance - after
 which the case was continued to this term for Judgment - and now
 the plaintiff appears and it is considered by the Court that the said El-
 iphabet do recover against the said Isaac and Samuel the sum of
 Fifty seven Dollars and twenty six cents damages and Costs of suit
 taxed at \$ 10. 7. and thereof &c

Edw. Jones May 30. 1797.

Pomeroy
 v.
 Healey
 Jan'y. 12^o. 1797

Benjamin Pomeroy of Williamsburg in the County of Hampshire
 Esquier plaintiff v. Benjamin Healey of Chestfield in said County Es-
 quier defendant in a plea of trespass on the case for that the said Healey at North-
 ampton in said County on the thirteenth day of November in the Year
 of our Lord one thousand seven hundred and ninety four by his promise
 say note of hand of that date for value received promised one William Ed-
 wards to pay him or order twenty five pounds of lawful money / equal as
 the plaintiff says to eighty three dollars and thirty three cents within
 two Years from the date / meaning the date of said Note / with Interest from
 the date - and afterwards to wit on the same thirteenth day of November
 above said at Northampton aforesaid no part of the note being then
 paid the said William by his certain endorsement in writing on the same
 note subscribed with his own proper hand ordered the said Healey to pay
 the Contents of said Note to said Pomeroy for value received of which the
 said Healey then and there had notice by reason whereof and by force of
 the Law in such case the said Healey become liable and chargeable to
 pay the Contents of said Note to said Pomeroy according to the tenor
 and effect of said Note and the endorsement thereof and being so liable and
 chargeable the said Healey in consideration thereof assumed on himself &
 to the said Pomeroy then and there faithfully promised to pay him
 the Contents of said Note by the said term of payment mentioned in said
 Note according to the tenor and effect of the same note and endorsement -
 Yet the said Healey the often requested hath never paid said sum or any
 part thereof or ever fulfilled his promise aforesaid but unjustly neglects and
 refuses so to do - to the damage of the said Pomeroy one hundred Dollars.
 This action was entered in this Court at the last term and continued to
 this term - and now at this term the plaintiff by J. Hinckley Esq^r his att^y
 appears and the defendant the three times publicly called to come
 into Court makes default of his appearance here - wherefore it is considered
 by the Court that the said Pomeroy do recover against the said Healey Ninety
 five dollars & ninety six cents damages and Costs of suit taxed at \$ 10. 5. 4.

Edw. Jones May 30. 1797.

John Hamilton of Palmer in the County of Hampshire Gentleman
plaintiff v. Henry Thompson Junr. Husbandman and Gideon Thompson
Husbandman both of Palmer in the County of Hampshire, defendants, in a
plea of the case for that whereas the said Henry and Gideon at said Palmer on
the twelfth day of May last past by their promissory Note of hand by them
subscribed of that date for Value received jointly and severally promised the said
John to pay him or his order the sum of Sixty six Dollars on demand with Interest
till paid - Yet the said Henry and Gideon have not nor have either of them paid
said sum but neglected it to the damage of the said John One hundred
Dollars - This action entered in this Court at the last term and continued
to this term and now at this term the plaintiff by John Morgan Esq. his
attorney appears and the Defendants the three times called to come into
Court make default of his appearance here - Wherefore it is considered by the
Court that the said John do recover against the said Henry and Gideon
the sum of Sixty six dollars and Sixty five Cents damages and Costs of
suit taxed at \$ 10. 07.

Case issued May 23 1797

Hamilton
vs
Thompson &c
Jan. 129/1797

John Hamilton of Palmer in the County of Hampshire Gentleman
Plff. v. Henry Thompson Husbandman, Henry Thompson Husbandman
and Gideon Thompson Junr. Husbandman all of Palmer aforesaid
in a plea of the case for that whereas the said Henry, Henry Junr. & Gideon
at said Palmer on the twenty ninth day of September in the Year of our
Lord One thousand seven hundred and ninety four by their Note of hand
by them subscribed promised the said John to pay him or his order the sum
of twenty five pounds equal to eighty three dollars and thirty three Cents with
in two years from the date of said Note with Interest - Also for that the said
Henry, Henry Junr. and Gideon at said Palmer on the same twenty ninth
day of September aforesaid by their promissory note of hand by them
subscribed of that date for Value received promised the said John to pay
or deliver him or his assigns twenty five pounds equal to eighty three
dollars and thirty three Cents (worth of meat (cattle) Bulls and Stags excep-
vid) at or before the first day of October One thousand seven hundred &
ninety six with Interest till paid - said Cattle to be delivered at the
dwelling house of Isaac Warren Townholder in Palmer aforesaid - Yet
the said Henry, Henry Junr. and Gideon have not nor have either of
them paid the Contents of either of said Notes according to the tenor thereof
nor delivered said Cattle the the plaintiff was ready to receive the same
nor ever fulfilled either of these said promises but neglected it to the
damage of the said John Three hundred Dollars -
This action entered in this Court at last term and continued to this term
and now the plaintiff by Abner Morgan Esq. his attorney appears - and
the Defendants the three times called to come into Court make default of
their appearance, Wherefore it is considered by the Court that the said
John do recover against the said Henry, Henry Junr. and Gideon the
sum of One hundred and ninety three dollars and forty six Cents dam-
ages and Costs of suit taxed at \$ 11. 17 and three of &c

Case issued May 23 1797

same
vs
Thompson &c
Jan. 120/1797

John Hamilton of Palmer in the County of Hampshire Gentleman
plaintiff v. Sever Pond of Palmer in County Husbandman other
wife called Sever Pond of Bitchestown in the same County Husband-
Defend. in a plea of the case for that whereas the said Sever at said
Palmer on the ninth day of May last past by his promissory Note of
hand by him subscribed of that date for Value received promised the
John to pay him or order the sum of One hundred & Thirty dollars
on demand with Interest till paid - Yet the said Sever the often requested
has not paid the Contents of said Note but neglected it to the damage of the
said John \$ 120 - This action entered at the last term & cont. to this term.
Now the plff. appears & the def. the three times called makes default - it is there-
fore considered by the Court that the said John recover against said Sever the sum of
\$ 120. & 7 Dms. & Costs taxed at \$ 10. 53. -

Case issued May 23 1797

same
vs
Sever Pond
Jan. 129/1797

Sumner
or
Martin
Jan^y. 134/1797

Levi Sumner of Halifax in the County of Windham and State of Vermont Yeoman Plaintiff v. Isaac Martin of Shelburne in the County of Hampshire Yeoman alias Gentleman Defendant in a plea of the Case &c. on the 1st declaration at large in the Writ on file - This action entered at the last term and continued to this term and neither of the parties appearing the action is dismissed -

Smith
or
Gould
Jan^y. 133/1797

Aaron Smith of Heath in the County of Hampshire Yeoman Plaintiff v. Nathan Gould of Charlemont in the same County Gent^l Defendant in a plea of the case for that whereas the said Nathan of Charlemont aforesaid on the second day of July last past, by his Note under his hand of that date for Value received promised the said Aaron to pay him Fifty two dollars and fifty cents by the first (meaning the first day) of November then next with Interest. Yet the said Nathan has never paid the same the often requested but neglects it - to the damage of the said Aaron one hundred Dollars. This action entered in this Court at the last Term and continued to this term - and now at this term the 1st by J. Leavitt Esq his Attorney appears. and the defendant the three times publicly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Aaron do recover against the said Nathan the sum of fifty five Dollars and thirty cents damages and Costs of Suit taxed at \$16-33. Ex^o signed May 29. 1797.

Leavitt
or
Leach
Jan^y. 134. 1797

Asa Leavitt of Greenfield in the County of Hampshire Trader Plaintiff v. Ephraim Leach of Barnardston in the same County Trader Defendant in a plea of the case for that whereas the said Ephraim at Greenfield aforesaid on the twentieth day of July in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for value received promised the said Asa to pay him or his order the sum of three hundred & seven dollars and thirty seven cents on demand with interest. Yet the said Ephraim has never paid the contents of said note the often requested but neglects it - to the damage of the said Asa four hundred Dollars -

This case was entered in this Court at the last term and continued to this term and now at this time the plaintiff appears and the defendant the three times publicly called makes default of his appearance here - Whereupon it is considered by this Court that the said Asa do recover against the said Ephraim the sum of three hundred and twenty two dollars & seventy four cents damages and Costs of Suit taxed at \$10-60 and there of &c -

Ex^o signed May 29th 1797

Commons
or
Belding & Co
Jan^y. 139/1797

Thomas Commons of Windsor in the County of Windsor and State of Vermont Plaintiff v. Ezra Belding of Montague in the County of Hampshire Yeoman and Daniel Griffin and Elijah Weston both of Greenfield in the County of Hampshire Yeoman Defendants - in a plea of the Case for that whereas the said Ezra Daniel and Elijah aforesaid on the sixth day of October in the year of our Lord one thousand seven and ninety six by their Note under their hand of that date for Value received promised the said Thomas to pay him the sum of twenty five dollars and twenty five cents on demand with Interest Yet they have never paid the same the often requested but neglects it - to the damage of the said Thomas the sum of Sixty dollars -

This Action was entered at the last term and continued to this term - and now the plaintiff appear and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Thomas do recover against the said Edward Daniel and Elijah the sum of thirty dollars and thirty four cents damages and costs of suit taxed at \$19.34. and thirty 8/10. Ex^{ce} issued May 30. 1797.

The Proprietors of the upper Locks and Canals on Connecticut River in the County of Hampshire plaintiffs v. Elijah Martin and Martin Gurn both of Montague in the County of Hampshire Yeomen Defendants in a plea of the case for that the said Elijah and Martin at Gounersfield aforesaid on the second day of November in the year of our Lord one thousand seven hundred & ninety seven by their Note under their hands of that date for value received promised the Plaintiffs to pay them the sum of twenty two dollars and in said note from the date of said Note with Interest. Yet they have never paid the same the requested but neglected it - To the damage of the plaintiffs the sum of Forty Dollars - This Action was entered at the last term and continued to this term - and now at this term the Piffs by J. Leavitt Gent^l their Attorney appear - and the defendants the three times publicly called to come into Court makes default of their appearance here - Wherefore it is considered by the Court that the said proprietors recover against the said Elijah and Martin the sum of twenty two dollars and twenty cents damages and costs of suit taxed at \$18.52 - Ex^{ce} issued May 30. 1797.

Proprietors of Locks
& Canals -
Perkins & al^e
Jan^y 7. 1797

Paul Hawks of Deerfield in the County of Hampshire Yeoman Plff. v. Oliver Root Gent^l Peggy Branch widow both of Conway in said County Executors of the last Will and testament of Josiah Root late of Conway aforesaid Gentleman deceased, in a plea of assumpsit on the case &c. by the plaintiffs declaration & writ on file at large. This Action entered in this Court at the last term - and now the parties the three times publicly called to come into Court one be default of their appearance and the action is dismissed.

Hawks
or
Root & al^e Ex^{rs}
Jan^y 7. 1797

Roswell Smith late of Hawley in the County of Hampshire House Carpenter Plaintiff v. James Percival of the same Hawley Yeoman Defendant in a plea of the case &c. as by declaration and writ on file. This Action entered in this Court at the last term and continued to this term and now at this term neither of the parties appearing the action is dismissed.

Smith
or
Percival
Jan^y 7. 1797

Joatham Cushman of Cummington in the County of Hampshire Attorney at Law, plaintiff v. John Newman of Windsor in the County of Hampshire Yeoman Defendant in an action on plea of the case &c. - as by the plaintiffs declaration in the writ on file at large may appear - This Case was entered in this Court at the last term and continued to this term - and now at this term neither of the parties the three times publicly called to come into Court make their appearance here - and the case is dismissed.

Cushman
or
Newman
Jan^y 7. 1797

Bradish
vs
Beale
Jan^y / 145 / 1797

James Bradish of Cummington in the County of Hampshire
Plaintiff vs. Adam Beale Junr of Goshen in the same
County Defendant in a plea of the case for that whereas the sd Adam
at Cummington aforesaid on the Twenty first day of October in the year of
our Lord one thousand seven hundred and ninety six by his promissory Note
in writing of that date for Value received promised the said James to pay
him or his order ninety five dollars on demand with Interest till paid - Yet
the said Adam altho often requested hath never paid said sum or ever
fulfilled his promise aforesaid but neglects and refuses so to do to the
damage of the said James Forty seven and a half Dollars -

This Action was entered in this Court at the last term - and now at this term
the plaintiff by Jotham Cushman Gent^l his Attorney appears - and the
defendant tho three times called to come into Court makes default of his
appearance here - Wherefore it is considered by the Court that the said
James recover against the said Adam the sum of Fifty seven Dollars
and fifteen Cents damages and Costs of suit taxed at \$9.51 -
and thereof &c

Ex^{ta} issued May 23^d 1797.

Allen
vs
Lamb
Jan^y / 146 / 1797

Samuel Allen of Worthington in the County of Hampshire
Plaintiff vs. Anson Lamb of Windsor in the County of Buff-
shire Defendant in a plea of the case for that the said Anson
at Cummington aforesaid in the County of Hampshire aforesaid on the 12th
day of September in the year of our Lord one thousand seven hundred &
ninety six by his promissory Note in writing of that date for Value rec^d
promised the plaintiff to pay him or his order the sum of Thirty six
dollars and sixty six Cents to be paid in meat cattle by the first day of
November then next ensuing the date of said note with Interest - and
the said Samuel avers that he has always stood ready to receive of him
in meat cattle and especially at the dwelling house of Benjamin Kem-
ington in Cummington aforesaid on the said first day of November -
the sum of Sixty dollars

This Action entered at this Court at the last term and continued to this
term - And now at this term the plaintiff by Jotham Cushman Gent^l
his Attorney appears and the defendant tho three times publicly called to
come into Court makes default of his appearance here - Wherefore it is con-
sidered by the Court that the said Samuel do recover against the said
Anson the sum of thirty eight dollars and nineteen Cents and
Costs of Suit taxed at \$8.32 and thereof &c.

Ex^{ta} issued May 23^d 1797.

Vose
vs
Bisphill
Jan. (80) 1797

Solomon Vose of Northfield in the County of Hampshire Gent^l
Plaintiff vs. Jonathan M. Bisphill of Montague in the same County Defendant
in a plea of the case for that whereas the said Jonathan at Northfield
aforesaid on the fifth day of November in the year of our Lord one thousand
seven hundred and ninety six by his promissory Note in writing under his hand
of that date for Value received promised the said Solomon to pay him or his
order twenty two dollars and forty four Cents on demand with
Interest till paid - Yet the said Bisphill tho often requested hath
never paid said sum or ever fulfilled his promise aforesaid but neglects
so to do to the damage of the said Vose the sum of Forty Dollars -

This Action entered at the last term and continued to this term & now at this term the plaintiff appears and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Solomon Vose do recover against the said Jonathan W. Bissell the sum of twenty three dollars and fifteen cents and costs of suit taxed at \$11.72 and thereof &c.

Examined May 29. 1797

Luther Loomis and Asaph Hitchcock both of Suffield in the County of Hartford and State of Connecticut Plaintiffs v. Benjamin Smith the second of Hadley in the County of Hampshire Common alias Gentlemen defendant in a plea of the case for that the said Benjamin at Hadley aforesaid in the County aforesaid on the twenty third day of February last past by his note of that date for value received promised the Plffs. to pay them one hundred and twenty three dollars in six months from the date of said Note with interest after three months - also for that the said Benjamin at Hadley aforesaid on the same twenty third day of Feb^y by his other note of that date for value received promised the plaintiffs to pay them fifty dollars in three months from the date of said Note with interest after one - Yet the often requested the said Benjamin hath not performed his said promises or either of them but neglects it to the damage of the said Loomis & Hitchcock the sum of two hundred Dollars.

This Action was entered in this Court at the last term and continued to this term - and now at this term the plaintiff by Samuel Lethrop Gent^l his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Loomis & Hitchcock do recover against the said Benjamin the sum of One hundred and fifty six dollars and sixty four Cents damages and \$12.00 Cents Costs of suit and thereof &c.

Examined May 27. 1797

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Gentleman Plaintiff v. Joel Clarke of Southwick in the County of Hampshire Gentleman defendant in a plea of the case for that the said Joel at Suffield to wit at Southwick aforesaid on the twenty third day of April last past by his Note of that date for value received promised the plaintiff to pay him or his order the sum of twenty four dollars forty two cents money on or before the first day of November then next with interest Yet the said Joel the three often requested hath never paid the same sum or ever fulfilled his promise aforesaid but neglects it - to the damage of the said Luther the sum of Forty Dollars -

This Action entered in this Court at the last term & continued to this term - and now at this term the plaintiff by W^m Gay Gent^l his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Luther Loomis do recover against the said Joel Clarke the sum of Twenty five dollars & ninety nine Cents damages and costs of suit taxed at \$12.00 & thereof &c.

Examined May 27. 1797

James Fuller of Storbridge in the County of Hampshire Gentleman Plaintiff v. Joseph Perry of South Brimfield in said County Gentleman in a plea of the case &c. as by the Plffs. West and declaration on file - This Action was entered at the last term and continued to this term - and now at this term neither of the parties appear and the action is dismissed.

Loomis & Hitchcock
v.
Smith

Jan^y 15. 2. 1797

Loomis
v.
Clarke

Jan^y 15. 3. 1797

Fuller
v.
Perry

Jan^y 15. 6. 1797

Os good
for
Ransom
Jan. (180) 1797

Samuel Osgood of Wendell in the County of Hampshire Yeoman
plaintiff v. Edmund Ransom Esq^r of Montague in the same County
Yeoman. a his Gent^l defendant in a plea of the case for that the said Edmund
at Montague on or on the twelfth day of September last past by his note
under his hand of that date for Value received promised one Thomas Osgood to pay
him or his order fifty four dollars within six weeks from the date of said note
with lawful interest for the same sum till paid - and afterwards to wit on the
same day and year last as aforesaid the said Thomas at said Wendell by his in-
document in writing on the same note with his own hand subscribed ordered
the contents of said note then wholly due and unpaid, to be paid to the
said Samuel for Value received, whereof the said Edmund then and there had
notice, and thereby became chargeable in Law to pay the same contents to the
said Samuel according to the tenor of the said note and the indorsement
thereon and then & there in consideration thereof promised the said Samuel to
pay him the same accordingly, Yet the said Edmund the often thereto re-
quested hath never paid the same but neglects and refuses to do it - To the
damage of the said Samuel Ninety Dollars. —

This action entered at the last term of this Court and continued to the present term.
And now at this term the plaintiff by Edward Upham Gent^l his Attorney
appears and the defendant the three times publicly called to come into Court
makes default of appearance here - Wherefore it is considered by the Court
that the said Samuel do recover against the said Edmund the sum of Fifty
six dollars and twenty four cents damages and Costs of suit taxed at
\$ 13.21 and thereof &c.

Executed May 25. 1797

Ellis & Bullen
or
Ruggles
Jan. (180) 1797

Eliaser Ellis and Bela Bullen both of Boston in the County of suf-
folk Traders and Joint parties plaintiffs v. Edmund Ruggles Jun^r of
Montague in the County of Hampshire Innholder, Defendant in a
plea of the case for that the said Ruggles at Boston on the twentieth day
of January in the year of our Lord seventeen hundred and ninety six, by
his note under his hand of that date for Value received promised the
plff^s by the names of Ellis and Bullen to pay them or order seventy eight
Dollars and thirty three cents with interest after sixty days meaning
from the date of said note, which time has elapsed yet the said Ruggles
the often requested the same sum and interest hath not paid but neglects
it to the damage of the said Ellis and Bullen One hundred & fifty Dol-
lars, — — —

This action was entered at the last term of
this Court and continued to this term - and now the plaintiffs by
Joseph Proctor Gent^l their Attorney appear and the defendant the
three times called to come into Court makes default of his appearance
here - Wherefore it is considered by the Court that the said Ellis & Bullen
do recover against the said Ruggles the sum of Eighty five dollars
and forty eight cents and Costs of suit taxed at \$ 13.00 and
thereof &c.

Executed May 27. 1797

Moses Wallack of Boston in the County of Suffolk Gentlemen plaintiff
v. William Eaton late of Braintree in the County of Hampshire gentlemen
defendant, in a plea of the case &c as by the plaintiffs Writ & declaration on
file. This action was entered in this Court at the last term and continued to
this term - and now at this term neither of the parties appearing in Court this
action is dismissed

Wallack v. Eaton
Jan 1/163/ 1797

Lebbeus Reed of Ashfield in the County of Hampshire Yeoman
Plaintiff v. Samuel Blair of Western in the County of Worcester Yeoman
alias Gentleman in a plea of the case &c as by the plaintiffs declaration
in the Writ on file. This action was entered in this Court at the last term
and continued to this term, and now neither of the parties appearing
in Court this action is dismissed.

Reed v. Blair
Jan 1/165/ 1797

Nehemiah Rogers and David Rogers Lambour both of New York in
the County of New York and State of New York Merchants plaintiffs v.
Nehemiah Bangs of Williamsburg in the County of Hampshire Trader
Defend. in a plea of the case for that the said Bangs at Chertisfield in
said County on the seventeenth day of June last past by his Note under
his hand of that date for Value received promised one Apollon Ping to pay
him or his order the sum of fifty six pounds / equal to one hundred and
eighty six dollars and forty four cents by the first day of October then
next with lawful interest for the same sum till paid, and afterwards to
int at said Chertisfield on the twentieth day of July then next the contents
of the same Note being then due and unpaid by the said apollon by his in
dorsement on said note with his own hand subscribed for Value received
assigned the same Note to said Nehemiah and David Rogers and thereby
directed the same contents to be paid to the said plaintiffs by the said first
day of October of all which the said Bangs had instant notice and became
liable and chargeable in law to pay the same to the said Nehemiah &
David Rogers according to the tenor of said note, and being so liable said
Bangs then and there in consideration thereof promised the plaintiffs to
pay them the same accordingly but the said Bangs the after requested
both never paid the same but wholly refused so to do to the damage of
the said Nehemiah and David Rogers two hundred & fifty dollars.
This action was entered in this Court at the last term and continued
to this term - And now at this term the plaintiffs by Jon^r E. Porter
Gent^r their Attorney appear - and the defendant the three times publicly
called to come into Court makes default of his appearance here where
fore it is considered by this Court that the said Nehemiah and David
Rogers do recover against the said Bangs the sum of one hundred
and ninety six dollars and ninety three cents damages and costs of
suit taxed at \$ 13-27 and thereof &c.

Rogers & al
v
Bangs
Jan 1/168/ 1797

Edw^r issued May 25. 1797.

Gad Smith of Whately in the County of Hampshire trades
plaintiff v. Abel Parker Yeoman and Silas Parker Gentleman both
v. Parker Yeoman all of Hawley in the same County defendants
in a plea of the case for that the said Abel, Silas and Abel at Haw-
ley aforesaid on the first day of May in the year of our Lords seventh
hundred and Ninety five by their Note of the same date for Value
received

Smith
v
Parker & al
Jan 1/170/ 1797

received promised the said God to pay him or order the sum of fifteen pounds lawful money equal to fifty dollars by the first day of November seventeen hundred and ninety six with use meaning lawful interest till paid Yet the said Abel Silas and Asa or either of them have not paid the contents of said Note but ought to pay the same to the damage of the said God Sixty Dollars.

This action was entered in this Court at the last term and continued to this term and now at this term the Plaintiff by Williams Billings Esq. his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said God Smith do recover against the said Abel Silas and Asa the sum of Fifty six dollars and eighteen Cents damages and Costs of Suit taxed at \$9.76 and thereof \$5.

Examined May 27th 1797.

Smith
v.
Hamilton
Jan. 17th 1797

Jonathan Smith of Conway in the County of Hampshire Gentleman plaintiff v. Alexander Hamilton of Ashfield in the same County Blacksmiths defendant in a plea of the case for that the said Alexander at Conway aforesaid on the twenty fourth day of June in the year of our Lord one thousand seven hundred and ninety six by his promissory note subscribed with his own hand for Value received promised the said Jonathan to pay to him seventy dollars and sixty seven Cents with use meaning lawful interest for said sum untill paid Yet the said Alexander tho often requested hath never paid the contents of said note but ought it to the damage of the said Jonathan Twenty Dollars.

This action was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Wm Billings Esq. his Attorney appears and the defendant the three times called to come into Court makes default of appearance here. Wherefore it is considered by the Court that the said Jonathan do recover against the said Alexander the sum of seventeen dollars and fifty eight Cents damages & Costs of Suit taxed at \$10.09 and thereof \$5.

Examined May 27th 1797.

Goodman
v.
Longley.
Jan. 12th 1797

Titus Goodman of Southadley in the County of Hampshire Gentleman plaintiff v. Edmund Longley of Hawley in the same County Esq. in a plea of the case as by the plaintiffs declaration in the Writ on file. This action was entered at the last term of this Court and continued to this term and now at this term the plaintiff appears and the defendant the three times called to come into Court makes default of their appearance in Court and the action is dismissed.

Porter & Co.
v.
Marshall
Jan. 17th 1797

Eleazer Porter Junr. and William Porter both of Hadley in the County of Hampshire Merchants Plaintiffs v. Isaac Marshall of Amherst in the same County Gentleman Def. in a plea of the case as by the declaration in the Writ on file. This action was entered in this Court at last term and continued to this term and now neither of the parties appear in Court and the case is dismissed.

Suboriet Eastman of Hadley in the County of Hampshire Widow plain-
 tiff v. David Eastman of the same Hadley Yeoman defendant in a plea of the
 case for that said David at said Hadley on the last day of October last past in con-
 sideration that he had held and occupied the one third of the real estate of
 which the late John Eastman of Hadley aforesaid died seized which was set out to
 her the said Suboriet as her dower in said estate for the space of seven years last
 past undertook and to said Suboriet promised to pay her therefor as much money
 as for the same she should reasonably deserve on demand - and the said Sub-
 oriet in fact says for the same she reasonably deserved to have four hundred
 and fifty dollars to wit at said Hadley the day and Year last aforesaid of
 all which the said David had instant notice, Yet said David the often
 thrice requested hath never paid the same but wholly neglected it - to the
 damage of the said Suboriet Five hundred dollars.

This Action was entered at the last term of this Court and continued to this
 term and now at this term the plaintiff by Jonathan & Porter Gentlemen
 her Attorney appears - and the defendant the three times solemnly called
 to come into Court on his default of his appearance here - Wherefore it is
 considered by this Court that the said Suboriet do recover against the
 said David the sum of Fifty dollars damages and Costs of suit taxed
 at \$ 6. 70 and thereof &c.

Eastman
 or
 Eastman
 Jan. 17/97

22d issued May 25. 1797.

Moses Rogers and William Walton Woolley of New York in the County
 of New York and State of New York ^{merchants} plaintiffs v. Oliver Chapin & Oliver
 Eastey both of Orange in the County of Hampshire Merchant traders Defendants
 in a plea of the case for that the said Chapin and Eastey at New York
 to wit at Northampton aforesaid on the eleventh day of June in the year
 of our Lord fourteen hundred and ninety seven by their note under their
 hands of that date for Value received promised by the name of Chapin and
 Eastey to pay the said Moses and William Walton under the name of Rogers
 and Woolley to pay to them or their order the sum of sixty one pounds eleven
 shillings and six pence lawful money of the said State of New York equal
 in Value as the plaintiffs aver to one hundred and fifty three dollars and
 ninety four cents in six months from the date with lawful interest after
 the expiration of said six months last paid and the Plaintiffs aver that
 the lawful interest of the state of New York where the said Note was given
 is seven per cent per annum Yet the said Chapin and Eastey nor either
 of them have ever paid the contents of said Note but neglected so to do
 to the damage of the Plaintiffs Three hundred dollars.

This Action was entered at the last term of this Court and continued to
 this term and now at this term the plaintiffs by Jonathan & Porter
 Gentlemen their Attorney appear - and the defendant the three times
 publicly called to come into Court on his default of his appearance
 here - Wherefore it is considered by the Court that the said Rogers
 and Woolley do recover against the said Chapin and Eastey the sum
 of One hundred and sixty four dollars and Sixty nine cents
 and Costs of suit taxed at \$ 15. 35 and thereof &c.

Rogers & al
 " "
 Chapin & al.
 Jan. 17/97

22d issued May 25. 1797.

David Hale of Glastenbury in the County of Hartford and State
 Connecticut Yeoman plaintiff v. Jonathan Marsh Bissell of
 Montague in the County of Hampshire Yeoman in a plea of the
 case for that the said Jonathan Marsh at said Montague on the
 fourteenth day of August last past by his Note under his hand of

Hale
 or
 Bissell
 Jan 17/97

that date for value received promised the said David to pay him the sum of six pounds equal to twenty dollars, on demand with lawful interest for the same till paid - also for that the said Jonathan Marsh at said Montague on the twenty fourth day of May in the year of our Lord one thousand seven hundred and ninety six, by his Note under his hand of that date for Value received promised said David to pay him one pound seven shillings and four pence equal to five dollars and twenty two cents on demand with lawful interest for the same till paid, yet the said Jonathan Marsh the often thereto requested hath ever paid either of said sums but unjustly neglects and refuses so to do, to the damage of the said David the sum of Fifty Dollars. -

This Action was entered at the last term of this Court and continued to this term - and now at this term the plaintiff by Jon^r. E. Porter Esq. his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said David do recover against the said Jonathan Marsh the sum of Twenty six dollars and forty five cents damages and costs of Court taxed at \$ 14.20 and thereof.

Given at May 25. 1797.

Daniel Larrick Junr. of South Hadley in the County of Hampshire Gentleman plaintiff v. Daniel Russell of Hadley in the same County Yeoman Defendant in a plea of the Case &c as by the plaintiffs writ of declaration on file, this action was commenced at the last term of this Court and continued to this term - and now at this term neither of the parties appear and the action is dismissed.

Larrick
vs
Russell
Jan. 1810/1797

Noah Reed of Cummington in the County of Hampshire Gentleman plaintiff v. Amos Larrick of Windsor in the County of Berkshire Yeoman defendant, in a plea of the case for that the said Amos at Windsor aforesaid to wit at Cummington aforesaid on the fifteenth day of January in the year of our Lord one thousand seven hundred and ninety six by his promissory note in writing of that date by him furnished for value received then and there promised one Samuel Willington to pay to him or his order the sum of five pounds nineteen shillings and six pence equal to nineteen Dollars ninety one cents and seven mills, to be paid by the first day of October then next ensuing with interest and the said Samuel afterwards on the same day and year aforesaid at Cummington aforesaid by his indorsement in writing made on the said note and subscribed with his hand assigned the said Note to the said Noah and by the said indorsement ordered the contents then wholly due and unpaid to be paid to the said Noah Value of him there had and received of all which the said Amos then and there the day and year aforesaid so became liable and chargeable in law to pay the contents of said Note to said Noah according to the tenor and effect of said Note and the indorsement thereof - and being so liable then and there in consideration thereof promised the said Noah to pay him the same accordingly - yet the said Amos the often thereto requested hath never paid the contents of the said Note or ever fulfilled his promise aforesaid but unjustly neglects and refuses so to do - to the

Reed
vs
Larrick
Jan. 1811/1797

Damage of the said Noah the sum of Fifty dollars —

This action was commenced at the last term of this Court and continued to this term and now at this term the plaintiff by J. Cushman Esq. his attorney appears — and the defendant the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Noah do recover against the said Amos the sum of twenty one dollars and forty eight Cents damages and Costs of Suit taxed at \$9.82 and thereof &c.

Examined May 23. 1797

Nathan Stewart of Blunsford in the County of Hampshire, Blacksmith plaintiff vs Ezra Clapp of Westfield in said County Gentleman defendant in a plea of trespass on the case for that whereas the said Ezra at Russell in said County on the thirty first day of January in the year of our Lord one thousand seven hundred and ninety five by his promise or Note of hand of that date for value received promised one Peter Dobbles to pay him or his order the sum of Eighteen pounds equal to sixty dollars lawful money by the first day of January then next and now past, and the said Peter to whom or to whose order the same sum of money contained in said Note was to be paid and before the payment of the same sum after wards to wit on the same day at said Northampton by his indorsement on the said Note in writing, his proper hand being thereto subscribed for value received directed and appointed the same contents of the Note aforesaid to be paid to the said Nathan and then and there delivered the said note so indorsed to the said Nathan whereof the said Ezra there afterward to wit the same day had due notice — and by means of the promise aforesaid to the said Nathan — and being so liable he the said Ezra then and there in consideration thereof assumed on himself and faithfully promised the said Nathan to pay him the contents aforesaid of the note aforesaid according to the tenor and effect of the same Note. — Yet the said Ezra the often thereto requested hath never paid said sum or performed his said promise but unjustly neglects and refuses so to do — To the damage of the said Nathan the sum of Seventy Dollars —

This action entered at the last term of this Court and continued to this term and NOW at this term the plaintiff appears and the defendant the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Nathan do recover against the said Ezra the sum of thirty three dollars and eighty four Cents damages and Costs of Suit taxed at \$10.99. and thereof &c.

Examined May 23. 1797

Nathaniel Ping of Blunsford in the County of Hampshire plaintiff vs Ebenezer Lillie of London in the same County Defendant in a plea of the Case &c as by the plaintiffs declaration and Writ on file — This action was entered at the last term of this Court & continued to this term and now the said parties do not either of them appear & the action is dismissed —

Stewart
vs
Clapp

Jan. (1802) 1797

Ping
vs
Lillie

Jan. (1807) 1797

Arms & al.
vs
Towbridge
Jan'y. 1881/1797

William Arms and Asa Merrill both late of Charlemont in the County of Hampshire joint dealers in trade. Plaintiffs against Daniel Towbridge of Buckland in the same County Yeoman Defendant in a plea of the case for that the said Daniel at said Charlemont on the twenty second day of April in the year of our Lord one thousand seven hundred and ninety six by his note in writing under his hand of that date for Value received promised the said Williams and Asa under the firm of Arms and Merrill to pay them or their order thirty three dollars and nine cents on demand with interest - Yet the said Daniel though thrice often requested has never paid the Contents of said Note to Arms and Merrill but unjustly neglected it to the damage of the said Arms & Merrill the sum of thirty three dollars.

This action was commenced at the last term of this Court and continued to this term and now at this term the plaintiffs by J^{no} Taylors Gent^l their Attorney appear and the defendant the three times publicly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Merrill and Arms do recover against the said Towbridge the sum of Sixteen Dollars and ninety eight cents damages and Costs of Suit taxed at \$12.34 and thereof &c.

Ex^o J^{us} J^{ud} May 30. 1798.

White
vs
Lamp
Jan'y. 1891/1797

Daniel White Jur^{or} of West Springfield in the County of Hampshire Yeoman plff. vs Eliphalet Lamp of Westfield in the same County Yeoman Def. in a plea of the case &c. - This action was entered at the last term and continued to this term when neither of the parties appearing the action is dismissed.

Wood
vs
Stewart
Jan'y. 1892/1797

James Wood of Chester in the County of Hampshire Yeoman plaintiff vs Andrew Stewart of Coldenham Russell in the same County Yeoman Defendant in a plea of the case for that the said Andrew at Norwich in said County on the fourth day of October last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or order the sum of Ten pounds fifteen shillings which is equal to thirty six dollars and thirty three cents on demand with interest for the same untill paid - Yet the said Andrew the often requested hath never paid the Contents of said Note or any part thereof but neglects it - To the damage of the said James the sum of Fifty Dollars - This action was commenced at the last term of this Court and continued to this term and now at this term the plaintiff by Joseph Lyman Gent^l his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said James do recover against the said Andrew the sum of thirty seven dollars and sixty eight cents damages and Costs of Suit taxed at Eleven dollars and sixty one cents and thereof &c.

Ex^o J^{us} J^{ud} June 20. 1797.

Egglesome
vs
Gillet
Jan'y. 1894/1797

Naron Egglesome of - in the County of Hampshire Yeoman plff. vs Rufus Gillet of Middlefield in the same County Yeoman Def. in a plea of the case &c. as by the Plff. Writ and declaration on file. This case was commenced at the last term and continued to this term - and now neither of the parties appearing the case is dismissed.

208
Doolittle
v
Converse
Jan. 195 / 1797.

Titus Doolittle of Ruffell in the County of Hampshire Yeoman plaintiff v. James Converse of Port Adgefields in the County of Berkshire Yeoman defendant, in a plea of Covenant broken, wherein the said Titus says, that at Northampton aforesaid on the five-enth day of May in the year of our Lord one thousand seven hundred and ninety three the said James Converse made sealed and delivered his the said James deed poll the date whereof is the day and Year last aforesaid by which deed in Court to be produced it is witnessed that the said James Converse for and in consideration of the sum of forty five pounds which is equal to one hundred and fifty five dollars in hand paid by the said Titus Doolittle and fully and absolutely, did give, grant, bargain, sell, alien, release convey and confirm unto him the said Titus his heirs and assigns forever, a certain tract or parcel of lands lying in Norwich in the County of Hampshire aforesaid in the westerly part of said Town being part of Lot Number four in the second division of Lots beginning at the North east Corner of said Lot at a stake & stones on Christen Lane then running southerly on said Lane ninety eight rods to the North west Corner of Lands formerly supposed to be owned by Capt. Daniel Thickland - thence easterly on said North Lane of said Thickland to the east Line of said Lot thence Northerly on the east Line of said Lot ninety eight rods to the North east Corner of said Lot thence Westerly on said North Lane to the first mentioned station containing by estimation Sixty nine Aers and an half to have and to hold the above described tract of Land together with all and singular the appurtenances thereof to the said Titus Doolittle & to his heirs to his and their own proper use benefit and behoof forever and the said James Converse then and there by that same deed did covenant and engage to and with the said Titus Doolittle his Heirs and assigns that before and untill the executing of the same he the said James Converse was justly seized of the said bargained premises and that he had good right to sell and convey the same and that the same was free from all incumbrances whatsoever - and the said Titus Doolittle further avers and declares that at the time of the execution of the deed aforesaid or any other time whatsoever before or since he the said James Converse was never seized of the above described tract of Land and that he had no right power or authority whatsoever to sell and convey the same and that the same never passed by virtue of the deed aforesaid from him the said James Converse to him the said Titus Doolittle and that he the said Titus could never legally enter upon obtain or enjoy the same by virtue of the deed aforesaid, by reason that the said James Converse was not before and at the time of making of the said deed seized of the same nor had any right or power to convey the same to the plaintiff and so the said James Converse hath broken his Covenant and not kept the same to the damage of the said Titus Doolittle the sum of Three hundred Dollars - This action commenced at the last term of this Court and continued to this term - and now at this term the parties appear, and the said James comes and defends the force and injury whom &c and for plea says that the said James his Covenant aforesaid hath not broken but the same hath kept in manner and form as the plaintiff in his declaration against him has alleged and thereof puts himself on the Country for Don Woodbridge his Att^y. And the said Titus reserving liberty to join the issue at the Supreme Court says that the said James in manner and form as above pleaded is insufficient in Law to bar him from having and maintaining his action aforesaid against him the said James and this he is ready to verify wherefore he prays Judgment and the said James consenting to said reservation says his plea is sufficient.

by J. L. Owen
for Don Woodbridge.

All which being fully understood by the Court it appears to the Court that the plea of the said James as above pleaded is sufficient and it is thereupon considered by the Court that the said James over of the plaintiff his last text at Worcester the said Titus appeals from the Jury verdict of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of September next and recognizes with sureties to prosecute the same to effect.

C. Bull Ad.
Rogers & al.
Jan 7 / 1797 / 1797

Caleb Bull of Hartford in the County of Hartford and State of Connecticut Merchant Administrator on the estate of Samuel Gibson of the same Hartford Merchant deceased, plaintiff v. Nathaniel Rogers and Samuel Rogers both of Greenfield in the County of Hampshire Traders under the firm of Nathaniel and Samuel Rogers and Company Defters in a plea of the Case &c as by the filiffe. Writ and declaration on file. — This action was entered at the last term of this Court, and continued to this term and now it appearing to this Court that the plaintiff has deceased since the last term the action is discontinued — The defendants appeared.

Mather & al.
Alford & al.
Jan 7 / 1797 / 1797

Samuel Mather of West field in the County of Hampshire Esq. Elisha Mather and Timothy Mather both of Northampton in the same County Yeomen plaintiffs v. Thomas Alford and Lemuel Lyman Jun^r both of East Hampton in the County aforesaid Yeomen defendants — in a plea of Trespass wherein the said Samuel Elisha and Timothy complain that the said Thomas and Lemuel at East Hampton aforesaid on the nineteenth day of January last past and at divers days and times between the said nineteenth day of January and the sixteenth day of December current, with force and arms the close of them the said Samuel Elisha and Timothy in East Hampton aforesaid being part of the Lot originally laid out in Northampton aforesaid to Thomas Root & Son beginning at the westerly end of the original Lot and running easterly fifty six rods and three quarters of a rod the whole width of the same Lot did break and enter and burn White pine trees of the Value of Thirty Dollars of them the said Samuel Elisha and Timothy in the same close, growing, did cut down take and carry away and other outrages on them the said Samuel Elisha and Timothy did then and there commit contrary to Law against the peace and to the damage of the said Samuel Elisha and Timothy One hundred Dollars —

This action was entered at the last term of this Court — And the said parties appear and agree to refer this action and all demands and matters of controversy which the plaintiffs or either of them against the defendants, or which the defendants have against the plaintiffs or either of them, to Robert Brock, Samuel Henshaw and Ebenezer Hunt Referees the award of them or any two of them to be final to be returned into this Court, Judgment to be made up and execution issued accordingly — and the said parties do further agree that the said Referees be authorized to direct such conveyance of Land or security for the conveyance of Land and also such securities for the payment of money to be made by the parties as they shall think just and right — and that in case either party on due notice given them of the time and place of the meeting of the Referees for hearing this Cause shall refuse or neglect to attend the Referees may proceed ex parte — which agreement of the said parties is now made the rule of this Court in the Cause and the action continued to this term — and now at this term

the referees aforesaid send in their award here in Court as follows. Having given due notice to the within parties and having heard their respective demands, proofs, and allegations and duly considered the same do award, adjudge and determine the within named Phineas and Lemuel the defendants do deliver to the said Samuel Elisha and Timothy the said damnable bond executed to said Phineas and Lemuel for sixty acres of Land being a tract whereof the Land within described is part - and that the said Samuel Elisha and Timothy shall deliver to the said Phineas and Lemuel two Notes of Hand executed by said Phineas and Lemuel to the said Samuel for thirty two pounds each - and also that the said Samuel Elisha and Timothy on or before the first day of July must pay the said Phineas and Lemuel One hundred and forty five dollars damages and Costs of Suit and reference taxed at nineteen dollars and eighty four cents and that this our award be in full of all demands the plaintiffs or either of them have against the defendants or which the Def^t. have against the plaintiffs or either of them. - which award being read here in Court was accepted.

Wherefore it is considered by the Court that the said Phineas and Lemuel do recover against the said Samuel Elisha and Timothy the sum of One hundred and forty five dollars damages and Costs of Suit taxed at \$ 20. 26 and three of 8s.

Carried July 3. 1797.

Calph Strong of Northampton in the County of Hampshire Esq plaintiff v. Aaron Clapps of East Hampton in the same County Husbandman Def^t. in a plea of the case for that the said Aaron at said Northampton on the tenth day of August in the year of our Lord seventeen hundred and ninety five by his Note of hand of that date for Value received promised the plaintiff to pay him or order thirty pounds lawful money which the plaintiff says is equal to one hundred Dollars and interest with Interest for the same yearly. Yet the said Aaron the often requested hath not paid the contents of said note to the plaintiff or any part thereof but unjustly neglects it - To the damage of the said Calph One hundred and thirty Dollars.

This action entered at the last term of this Court and continued to this term - And now at this term the plaintiff appears and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by this Court that the said Calph do recover against the said Aaron the sum of One hundred and ten dollars ^{10 Cents} damages and \$ 6. 26 Costs of Suit and three of 8s.

Carried May 30th 1797.

Oliver Ellsworth of Windsor in the County of Hartford and State of Connecticut Esquire plaintiff v. Samuel Steadman of Granville in the County of Hampshire Yeoman otherwise called Samuel Steadman of Granville in ^{the} County Gentleman Defendant - in a plea of trespass on the case for that the said Samuel at said Granville on the twelfth day of December in the year of our Lord one thousand seven hundred and ninety four by his promissory note in writing under his hand of that date for Value received promised one Thomas Steadman Jun^r. to pay him or order the sum of Fifty pounds lawful money, which sum the plaintiff says is equal to one hundred and sixty two dollars and sixty six cents to be paid the first day of December next with the lawful interest from the date until paid - and the same sum being unpaid by the said Thomas afterwards to wit at d. Granville the same day endorsed the same Note with his proper hand there to subscribed and thereby appointed the contents of the same Note to be paid

Strong Esq^r
v. A. Clapps -
Jan. 12th 1797

Ellsworth Esq^r
v. Steadman
Jan. 20th 1797.

to one Stone Mills, or his order. Value received, and the said Samuel not being paid to the said Stone Mills afterwards to wit the same day and year at Granville aforesaid and of the said Note with his own proper hand subscribed and thereby appointed the contents of said Note to be paid to the said Oliver for Value received whereof the Samuel afterwards to wit at said Granville had notice and thereby the said Samuel became liable to pay the contents of the same Note to the said Oliver according to the tenor thereof and the instrument aforesaid: and so being liable the said Samuel afterwards there on the same day in consideration thereof appeared on himself and to the said Oliver then and there faithfully promised to pay him the contents thereof according to the tenor of said Note. Yet the said Samuel the often requested hath not paid the contents of the same Note to the plaintiff or any part thereof but unjustly neglects to do it to the damage of the said Oliver the sum of three hundred Dollars —

This Action was entered in this Court at the last term and continued to this term and now the plaintiff by Caleb Strong Esq. his Attorney appears and the Defendant the three times publicly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Oliver do recover against the said Samuel the sum of One hundred and Ninety one dollars and four cents damages and costs of suit taxed at \$13.70- and thereof &c.

Ex. issued May 30. 1797.

Bangs
or
Norton
Jan^y. 20th / 1797

Reuben Bangs of Williamsburg in the County of Hampshire trader plaintiff
v.
Freeman Norton of said Williamsburg Carpenter defendant in a plea of the case for that said Freeman at said Williamsburg on the twenty seventh day of February last past by his Note of hand of that date for Value received promised the plaintiff to pay him or his order four pounds one shilling and nine pence 2/11 which the plaintiff says is equal to thirteen dollars and sixty two cents on demand with Interest — Also for that the said Freeman at said Williamsburg on the twelfth day of November last by his Note of that date for Value received promised the plaintiff to pay him or his order twenty dollars and nineteen cents on demand with Interest — Yet said Freeman the often requested, hath not paid the contents of said Notes or either of them to the plaintiff but unjustly neglects it — to the damage of the said Reuben Bangs the sum of Sixty Dollars —

This Action was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Caleb Strong Esq. his Attorney appears — and the defendant the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben do recover against the said Freeman the sum of Twenty seven dollars and twenty eight cents damages and costs of suit taxed at \$10.40- and thereof &c.

Ex. issued May 30. 1797.

Miner app^t
Taylor
Jan^y. 20th / 1797.

John Miner of Granville in the County of Hampshire Lord wainer App^t
v.
Thaddeus Taylor of Suffolk in the County of Hartford and State of Connecticut Blacksmith Appellee on an appeal from an original Action wherein the said Thaddeus was plaintiff and the said John Miner defendant in a plea of the case for that the said John at Suffolk to wit at Granville aforesaid on the first day of June in the year of our Lord one thousand seven hundred & ninety six in and by a certain writing or promissory Note under his own hand by him thereunto subscribed for Value received promised to pay said Thaddeus Taylor or order seventeen shillings and six pence two farthings lawful money equal to two dollars and ninety two cents and three mills and one third of a mill the first day of September then next and thereafter after the time of payment remaining Interest after the first day of September then next till paid yet the said John his promise aforesaid not regarding hath not been performed the same the often thrice requested & demanded but wholly neglected & refused so to do.

To the damage of the said Thaddens thirteen Dollars — This action was entered at this Court at the last term and continued to this Term — and now the Appellee appears and the Appellant the three times called to come into Court makes default of his appearance here, Wherefore it is considered by this Court that the Appellee do recover against the Appellant the sum of two Dollars and ninety five Cents damages and Costs of suit taxed at \$16-53 and thereof —

Examined Oct. 10. 1797. —

John Minor of Granville in the County of Hampshire here Appell^t v. Thaddens Taylor of Suffield in the County of Hartford and State of Connecticut Appellee on an appeal from an original Judgment wherein the said Thaddens was plaintiff and the said John defendant in a plea of the Case for that whereat the said John at Suffield to wit at Granville aforesaid on the first day of June in the year of our Lord one thousand seven hundred and ninety six in and by his certain writing or promissory Note of that date under his own hand by him thereto subscribed for Value received promised the said Thaddens to pay him or his order three pounds lawful Money, equal to ten dollars, by the first day of September then next and lawful interest therefor till paid — Yet the said John his promise aforesaid not regarding hath never performed the same though often thereto requested and demanded but wholly neglects and refuses so to do — To the damage of the said Thaddens as he saith, the sum of twelve Dollars —

This Action was entered at this Court at the last term and continued to this Term — And now the Appellee appears and the Appellant the three times publicly called to come into Court makes default of his appearance here, Wherefore it is considered by this Court that the Appellee do recover against the Appellant the sum of Ten dollars and thirty two Cents damages and Costs of suit taxed at \$15-24. and thereof —

Examined Oct. 10. 1797. —

Nehemiah Rogers and Gilbert Aspinwall both of New York in the County of New York and State of New York Merchants plaintiffs v. Apollon King of Chesterfield in the County of Hampshire Gentleman defendant in a plea of the Case for that the said Apollon at said Chesterfield on the nineteenth day of July last past by his Note under his hand of that date for Value received promised the said Nehemiah and Gilbert to pay them One thousand three hundred and eighty two Dollars and sixty seven Cents within three months from the date of said note with lawful interest for the same till paid — Yet said Apollon the often thereto requested hath never paid the same but wholly refuses so to do to the damage of the said Nehemiah and Gilbert Nineteen hundred Dollars. This Action was entered at the last Term of this Court and continued to this Term — and now the plaintiffs by Jonathan E. Porter Gent^l their att^y appear and the defendant the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Nehemiah and Gilbert do recover against the said Apollon the sum of One thousand four hundred and fifty one dollars and eighty Cents damages and Costs of suit taxed at \$15-74 — and thereof —

Whereupon the said Appellant appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of September next and recognizes with sureties to prosecute the same to effect —

Minor app^t
or
Taylor. app^{ee}

Jan^y. 12/ 1797.

Rogers & All^s
or
King

Jan^y. 12/ 1797

Townsend
White -
May (6) 1797.

Jonathan Townsend of Brattleborough in the County of Windham and
and State of Vermont Trader, plaintiff v. Aaron White Jun^r of Shelburne in the
County of Hampshire Yeoman defendant in a plea of the case for that whereas the
said Aaron at said Shelburne on the twenty ninth day of July in the year of
our Lord one thousand seven hundred and ninety five by his Note under his hand
of that date for Value received promised the said Jonathan Townsend to pay him
or his order the sum of four pounds twelve shillings and seven pence lawful
money / equal in Value to fifteen dollars and forty three cents on demand with
Interest till paid. Yet the said Aaron the often requested hath never paid ~~to~~ said
but unjustly neglects it to the damage of the said Jonathan Thirty Dollars -
The plaintiff appears and the defendant the three times publicly called to come
into Court makes default of his appearance here - Wherefore it is considered by the
Court that the said Jonathan do recover against the said Aaron the sum of seven
teen Dollars and one Cent damages and Costs of suit taxed at \$7. 23 - and
thereof &c.

Examined May 29. 1797. -

Leavitt
or
Harkness.
May. (7) 1797

Hart Leavitt of Greenfield in the County of Hampshire Trader, pl^{ff}.
v. James Harkness of Coldwain in the same County Yeoman, defendant in
a plea of the case for that whereas the said James at said Greenfield on the
fourth day of December in the year of our Lord one thousand seven hundred
and ninety five by his Note of that date for Value received promised the
said Hart to pay him or his order forty nine dollars and seven cents
by the first day of October then next with Interest. Yet the said James
the often requested hath never paid said sum never fulfilled his promise
as aforesaid but neglects it to the damage of the said Hart one hundred
Dollars - The plaintiff appears and the defendant the three times
called to come into Court makes default of his appearance here -
Wherefore it is considered by the Court that the said Hart do recover
against the said Aaron the sum of fifty three dollars and thirty cents
damages and Costs of suit taxed at \$7. 96 and thereof &c. -

Examined May 29. 1797.

same
or
Loveland -
May. (8) 1797

Hart Leavitt of Greenfield in the County of Hampshire Trader
plaintiff v. George Loveland of the same Greenfield Yeoman Defend^t -
in a plea of the case for that whereas the said George at Greenfield aforesaid
on the twenty sixth day of September in the year of our Lord fourteen
hundred and ninety six by his Note in writing under his hand of that date
for Value received promised the said Hart Leavitt to pay him or his order
Sixteen dollars and fifty two cents on demand with Interest - Yet the
said George the often requested hath never performed his promise of paid
or paid said sum but neglects it - to the damage of the said Hart
Leavitt the sum of Forty Dollars -
The plaintiff appears and the defendant the three times publicly
called to come into Court makes default of his appearance here - Where-
fore it is considered by the Court that the said Hart Leavitt do recover
against the said George Loveland the sum of fourteen dollars
and forty seven cents damages and Costs of suit taxed at \$7. 48
and thereof &c. -

Examined May 29. 1797

The Inhabitants of the Town of Barnardstown in the County of Hampshire Plaintiffs v. Caleb Sheldon of Conway in the same County Yeoman Defendant - in a plea of the case for that whereas the said Caleb at said Northampton on the twenty-first day of April in the year of our Lord one thousand seven hundred and ninety five for the use and benefit of the said Inhabitants by his Note under his hand of that date for value received promised one Joseph Slater then Treasurer of the said Town of Barnardstown to pay him or his successor in said Office four pounds four shillings and one penny equal in value to fourteen dollars on demand with Interest - by means whereof the said Caleb became liable in Law to pay the contents of said note to said Joseph Slater and being so liable he then and there in consideration thereof promised the said Inhabitants to pay them the same on demand with Interest - also that the said Caleb afterwards to wit on the day aforesaid at said Northampton was justly indebted to said Inhabitants in another sum of fourteen dollars for so much money of them before that time had & received by the said Caleb to the use of said Inhabitants and being so indebted he the said Caleb then and there in consideration thereof promised the said Inhabitants to pay them the last mentioned sum on demand yet the said Caleb tho' thrice often requested hath never paid either of said sums or fulfilled either of his promises aforesaid but unjustly neglects and refuses so to do to the damage of the said Inhabitants Fifty Dollars -

Inhabitants of
Barnardstown
vs
Sheldon
May 11/1797

The Inhabitants of Barnardstown by J. Leavitt Gent. their attorney appear and the said Caleb tho' three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Inhabitants do recover against the said Caleb the sum of fifteen dollars and eighty cents damages and eight dollars and seventy cents costs of Court and charges &c.

Examined May 29. 1797

David Squires of Gill in the County of Hampshire Blacksmith Plaintiff v. Jonathan Marsh Bisell of Montague in the same County Yeoman Defendant in a plea of the case for that the said Jonathan at Gosfield aforesaid on the fifth day of November in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for value received promised the plaintiff to pay him the sum of Ten pounds one shilling and ten pence / equal in value to thirty three dollars and sixty four cents on demand with use / meaning lawful interest yet he has never paid the same tho' requested but neglects it - to the damage of the said David the sum of Sixty Dollars -

Squires
vs
Bisell
May 29/1797.

The plaintiff appears and the defendant tho' three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said David Squires do recover against the said Jonathan Marsh Bisell the sum of thirty four dollars and seventy four cents damages and costs of Court taxed at 9.54. and thereof &c - Whereupon the said Jonathan Marsh appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of September next and recognizes with securities to prosecute the same to effect.

Smith
v
Hildreth
May (30) 1797.

Nathaniel Smith of Sunderland in the County of Hampshire trader
plaintiff v. Abel Hildreth of Deerfield in said County Yeoman Defendant
in a plea of the Case for that the said Abel at said Sunderland on the thirtieth
day of July last past was justly indebted to the said Nathaniel for
Value received promised the said Nathaniel to pay him the sum of seven
pounds sixteen shillings and five pence equal to twenty six dollars and
eight cents on demand with Interest for the same untill paid - also for that
the said Nathaniel at Sunderland on the sixth day of September last past had there
before that time sold and delivered to the said Abel at his special instance &
request sundry Goods Wares and Merchandizes he the said Abel then and
there in consideration thereof, undertook and faithfully promised the said Na-
thaniel to pay him so much money as the same goods Wares and merchan-
dizes were reasonably worth on demand - and the said Nathaniel saith
the same goods, wares and merchandises were reasonably worth thirteen
dollars and nine cents to wit at the time of the sale and delivery thereof -
Yet the said Abel though often thereto requested hath never paid either of
said Sums or ever fulfilled either of his said promises but neglects it
to the damage of the said Nathaniel the sum of Fifty Dollars -
The plaintiff appears, and the defendant the three times called to come into
Court makes default of his appearance here - Wherefore it is considered by the
Court that the said Nathaniel do recover against the said Abel the sum
of Forty dollars and forty one cents damages and costs of suit taxed at
\$ D. D and thereof &c. -

Extra issued May 29th 1797

Church & al-
v
Hildreth -
May (31) 1797.

Samuel Church and Lemuel Clark both of Sunderland in
the County of Hampshire Traders Plaintiffs v. Abel Hildreth of
Deerfield in the same County Yeoman Defendant - in a plea of the
Case for that the said Samuel and Lemuel at Sunderland aforesaid on
the fourth day of January last past had sold and delivered him the
said Abel at his special instance and request divers goods Wares &
Merchandizes, he the said Abel then and there in consideration thereof
undertook and faithfully promised the said Samuel and Lemuel to
pay them so much money as the same goods wares and merchandizes
were reasonably worth on demand and the said Samuel and Lemuel say
that the same goods wares and merchandizes were reasonably worth fifty
two dollars and six cents to wit at the time of the sale and delivery
aforesaid - Yet the said Abel tho thereto often requested hath never
paid the same sum or performed his promise aforesaid but unjustly
neglects and refuses so to do to the damage of the said Samuel and
Lemuel the sum of Sixty Dollars -
The plaintiffs appear and the defendant the three times called to
come into Court makes default of his appearance here - Wherefore
it is considered by the Court that the said Samuel and Lemuel
do recover against the said Abel Hildreth the sum of Fifty two
dollars and six cents damages and costs of suit taxed at \$ D. 7 and
thereof &c.

Extra issued May 29th 1797

Daniel Masters of Deerfield in the County of Hampshire Yeoman plaintiff
 v. Abel Hildreth of the same Deerfield Yeoman Defendant in a plea of the case
 for that the said Abel at said Deerfield on the ninth day of March consent by his Note
 under his hand of that date for Value received promised the said Daniel to pay
 him or his order the sum of eight pounds ten shillings and ten pence, equal to
 twenty eight dollars and forty seven Cents, on demand with lawful interest for
 the same until paid - Yet said Abel the often requested hath never paid the
 same or any part thereof but neglects it to the damage of the said Daniel
 Masters the sum of Forty Dollars -

Masters
 v.
 Hildreth
 May (22) 1797

The plaintiff appears and the defendant the three times publicly called to
 come into Court makes default of his appearance here - Wherefore it is considered
 by the Court that the said Daniel do recover against the said Abel the sum
 of twenty eight dollars and seventy six Cents and Costs of Suit taxed at
 \$ 7.51 and thereof &c

Exam. J. May 29. 1797

Gad Smith of Whately in the County of Hampshire Trader plaintiff
 v. Francis Harwood of said Whately Physician Defendant in a plea
 of the case for that the said Francis at said Whately on the twentieth
 day of December last past by his Note under his hand of that date for
 Value received promised the plaintiff to pay him the sum of ten pounds
 five shillings and five pence two farthings (equal to thirty four dollars
 and twenty five Cents) on demand with the lawful interest for the same
 sum until paid - Yet the said Francis the often requested has never
 paid the same or any part thereof but unjustly neglects & refuses so to do
 to the damage of the said Gad the sum of Forty Dollars -

Smith
 v.
 Harwood
 May (23) 1797

The plaintiff appears and the defendant the three times publicly
 called to come into Court makes default of his appearance here - Wherefore
 it is considered by the Court that the said Gad Smith do recover against the
 said Francis Harwood the sum of thirty five dollars and ten Cents da-
 mages and Costs of Suit taxed at \$ 7.76 and thereof &c

Examined May 29. 1797.

Abiah Terry of Enfield in the County of Hartford and State of Connecti-
 cut Gentlewoman Plaintiff v. ^{senior} Elijah Coy and Fitch Coy both of Mansfield in the
 County of Hampshire Yeomen defendants in a plea of the case for that the said
 Abiah and Fitch at Northampton aforesaid on the twentieth day of December in
 the year of our Lord one thousand seven hundred and ninety two by their promissory
 Note of that date for Value received promised the plaintiff to pay and deliver her
 at her dwelling house in Enfield Ten pounds nineteen shillings equal to Thirty
 six dollars and fifty Cents, lawful money worth of Grain Beef and Pork (one
 year from the first day of January next ensuing the date of said Note - and
 the plaintiff avers she was ready at Enfield aforesaid during the whole of said
 time to receive the Contents of said Note according to the tenor thereof to act at
 Northampton aforesaid, Yet the often thereunto requested the said Elijah & Fitch
 or either of them have never delivered said articles or paid the Contents of
 said Note but neglected to her damage Fifty five Dollars -

Terry
 v.
 Coy & al.
 May (23) 1797.

The plaintiff appears and the defendants the three times publicly called make
 default of their appearance here - Wherefore it is considered by the Court that
 the said Abiah do recover against the said Elijah & Fitch \$ 46.20 & Costs of
 Suit taxed at \$ 5.17 & thereof &c

Exam. J. May 24. 1797

Tyncheon & al.
vs
Leonard
May (57) 1797

William Tyncheon of Springfield Esq. and Jonathan Parsons of West Springfield Yeoman both in the County of Hampshire plaintiffs vs Gideon Leonard of West Springfield aforesaid Gentleman defendant, in a plea of trespass on the case for that whereas the said Gideon at Northampton aforesaid on the sixteenth day of February in the year of our Lord One thousand seven hundred and ninety six by his promissory note in writing under his hand of that date for Value received promised the said William and Jonathan to pay them or their order thirty three dollars and sixty Cents lawful money on demand with lawful interest for the same till paid Yet the said Gideon the often times requested hath never paid the same or any part thereof to the Plff or either of them but hitherto hath neglected and still doth unjustly neglect it to the damage of the said William and Jonathan the sum of Fifty Dollars —

The plaintiffs appear and the defendant the three times publicly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said William and Jonathan do recover against the said Gideon the sum of Thirty six dollars & fifteen Cents damages and Costs of suit taxed at \$7.19 & thereof &c.

Examined May 26. 1797

Phillips Esq
vs
Atley
May (61) 1797

William Phillips of Boston in the County of Suffolk Esq. plff — vs Oliver Atley of Southwick in the County of Hampshire Yeoman Deft — in a plea of trespass on the case for that whereas the said Oliver at Southwick aforesaid on the eighteenth day of April in the year of our Lord one thousand seven hundred and ninety six by his promissory note in writing under his hand of that date for Value received promised one David Fowler Junr. to pay him or his order two hundred and seventy eight dollars lawful money on demand with the lawful interest till paid for the same form till paid — and the said David there afterwards on the first day of October last past the contents of said Note then remaining wholly due and unpaid, by his indorsement on the same Note with his hand subscribed appointed the contents thereof to be paid to the said William or his order on demand — of all which the said Oliver then and there had due notice, and so being become liable to pay the same contents to the plaintiff, and being so liable the said Oliver then and there in consideration thereof assumed on himself and promised the said William to pay him or his order the same contents of said Note on demand — Yet the often times requested the said Oliver hath never paid the same or any part thereof to the plaintiff but hitherto hath neglected and refused and still doth unjustly neglect and refuse so to do — To the damage of the said William the sum of Two hundred & eighty dollars

The plaintiff by George Bliff Esq. his Attorney appears — and the Deft the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William do recover against the said Oliver the sum of Two hundred and forty two dollars and thirty five Cents damages & Costs of suit taxed at \$8.43. and thereof &c.

Examined May 26. 1797. —

Johnson
vs
Reynolds
May (66) 1797

Jonas Hastings of Warrick in the County of Hampshire Trade plaintiff
 vs Joseph Holland Williams of Warrick Orange in the same County Blacksmith
 Defendant in a plea of the case for that the said Williams at said Warrick on the
 sixth day of September in the Year of our Lord seventeen hundred and ninety six
 by his note of that date by the name and description of Joseph H. Williams by
 him subscribed for value received promised the plaintiff to pay him or order
 twenty three dollars with the interest on demand, yet the said Williams though
 requested the same sum and interest hath not paid but neglects it to the dam-
 age of the said Hastings the sum of Forty Dollars.

Hastings
 vs
 Williams

May 17/97

The plaintiff appears and the Defendant the three times publicly called to
 come into Court makes default of his appearance here. Wherefore it is
 considered by the Court that the said Jonas Hastings do recover against
 the said Williams the sum of twenty dollars and ninety two Cents damages
 and Costs of Suit taxed at \$ 9-7 and thereof &c.

Carried May 23^d 1797

Benjamin Deater of Orange in the County of Hampshire
 Yeoman Plaintiff vs Timothy Wheelock of the same Orange Yeoman
 defendant in a plea of the case for that the said Wheelock at Orange
 aforesaid on the seventh day of November in the year of our Lord one
 thousand seven hundred and ninety five by his note under his hand of
 that date for Value received promised the plaintiff to pay him or
 order the sum of seventeen dollars within one year from the date of
 said note with interest which time has elapsed yet the said Whee-
 lock the requested the same sum and interest has not paid but neglects it
 to the damage of the said Benjamin thirty five Dollars

Deater
 vs
 Wheelock

May 17/97

The plaintiff appears and the defendant the three times publicly
 called to come into Court makes default of his appearance here—
 Wherefore it is considered by the Court that the said Benjamin do
 recover against the said Timothy the sum of Eighteen dollars and
 fifty five Cents damages and Costs of Suit taxed at \$ 6. 80 and
 thereof &c.

Carried May 23^d 1797.

Benjamin Barker of Chesterfield in the County of Cheshire and
 State of New Hampshire Plaintiff vs Timothy Wheelock of Orange
 in the County of Hampshire Yeoman Defendant in a plea of the case
 for that the said Wheelock at Orange aforesaid on the ninth day of
 January in the year of our Lord seventeen hundred and ninety seven
 by his note under his hand of that date for Value received promised the
 plaintiff to pay him or order eighteen dollars and seventy eight Cents
 with the interest on or before the first day of March then next which
 time has elapsed yet the said Wheelock the requested the same sum
 and interest has not paid but neglects it to the damage of the said
 Benjamin the sum of thirty five Dollars

Barker
 vs
 Wheelock

May 17/97

The plaintiff appears and the Defendant the three times publicly
 called to come into Court makes default of his appearance here—
 Wherefore it is considered by the Court that the said Benjamin
 do recover against the said Timothy the sum of Nineteen dollars
 and eighty Cents damages and Costs of Suit taxed at \$ 6. 80 and thereof
 &c.

Carried May 23^d 1797.

Stearns
or
Thayer.
May 7th 1797

Nathaniel Stearns of Orange in the County of Hampshire, Sadler
plaintiff vs Joel Thayer of the same Orange Yeoman Defendant in a
plea of the Case for that the said Thayer at said Orange on the twenty
fourth day of September in the year of our Lord seventeen hundred and
ninety six by his Note under his hand of that date for Value received pro-
mised the plaintiff to pay him or his order thirty three dollars & twenty
three Cents and the Interest on demand. The said Thayer the assigned the
same Sum and Interest has not paid but neglects it to the damage of
the said Nathaniel the sum of Sixty Dollars —

The plaintiff appears and the defendant the three times publicly
called to come into Court makes default of his appearance here —
Wherefore it is considered by the Court that the said Nathaniel do
recover against the said Joel the sum of thirty four dollars and sixty
seven Cents damages and Costs of suit taxed at \$ 3.82 & thereof &

Exp^{ts} issued May 23rd 1797 —

Paddock
or
Ward
May 17th 1797

James Paddock of Orange in the County of Hampshire Physician
plaintiff vs Amos Ward of the same Orange Husbandman Defendant
in a plea of the case for that the said Amos at said Orange on the thirtieth
day of November in the year of our Lord seventeen hundred and ninety four
by his Note under his hand of that date for Value received promised the plain-
tiff to pay him or his order two dollars and six Cents on demand with Int^l —
And also for that the said Amos there afterwards to wit on the twenty
sixth day of March in the year of our Lord seventeen hundred & Ninety
six by his other Note under his hand of that date for Value received
promised ^{one Paul Chapin} ~~himself~~ to pay him or order the sum of sixteen dollars within
five months from the date of said Note with interest. which time has
elapsed — and the said Thayer then and there afterwards on the same day
by his indorsement on the same Note by him subscribed for Value received
ordered the Contents thereof thus due and unpaid to be paid to the plaintiff
of all which the said Ward had notice and thereupon by Law became
liable and accordingly then and there in consideration thereof promised
the plaintiff to pay him the same according to the tenor of said Note &
also for that the said Amos there afterwards on the day of the purchase
of this writ being indebted to the plaintiff in the sum of six shillings and
four pence equal to one dollar and six Cents according to the account books
annexed then and there in consideration thereof promised the plaintiff to pay
him the same Sum on demand & yet the said Amos the assigned has never
paid either of said Sums or ever fulfilled either of his said promises but
neglects it to the damage of the said James Thirty Dollars —

The plaintiff appears and the defendant the three times publicly called
to come into Court makes default of his appearance here — Wherefore
it is considered by the Court that the said James do recover against
the said ^{Amos} ~~Joel~~ the sum of twenty Dollars and fifty two Cents damages —
and Costs of suit taxed at \$ 2.70 — and thereof &.

Exp^{ts} issued May 23rd 1797.

Chapin
or
White
May 17th 1797

Oliver Chapin of Orange in the County of Hampshire Junholder
plaintiff vs Elisha White of Noralstown in the County of Worcester Hus-
bandman Defendant in a plea of the Case for that the said White at Orange
aforesaid on the eighth day of January in the year of our Lord seventeen
hundred

hundred and ninety six by his joint and several Note by him subscribed together with one Daniel Thayer of that date for value received promised the plaintiff to pay him fifty three thousand of good well made fether Inch Shingles and to be made of good stuff and to be delivered at said Chapins house in Orange by the first day of April then next with interest after passing after said first day of April - which time has elapsed - and the plaintiff avers that said Shingles were worth one hundred and six Dollars - and that he was ready at the time and place of Delivery to receive said Shingles - yet the said White the requested the said Shingles has not delivered nor the Value thereof in money and the Interest but neglects it - to the Damage of the said Chapin two hundred Dollars - The plaintiff by Joseph Frost or his Attorney appears and the Defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Chapins recover against the said White the sum of
 Damages and Costs of Suit taxed at \$
 and there of &c. —

Israel Williston of said West Springfield in the County of Hampshire Gent^l
 Plaintiff v. Judah Bagg, Yeoman and Henry Rogers Gentlemen both of West Springfield aforesaid Defendants in a plea of the case for that whereas the said Israel at West Springfield aforesaid on the twentieth day of December in the year of our Lord seventeen hundred and ninety five was possessed of a certain falls boat & Shovel as of his own proper goods and Chattells and on the same twentieth day of December did there let to the said Judah and Henry the said boat and Shovel to go from said West Springfield to Hartford at the special instance and request of the said Judah and Henry - They the said Judah and Henry then and there in consideration thereof undertook and faithfully promised said Israel to return said boat and Shovel (meaning within a reasonable time) and also to pay the said Israel for the use of said boat - also for that the said Israel at West Springfield aforesaid on the day and year aforesaid was possessed of one other boat as of his own proper goods and Chattells and on the same day at said West Springfield in consideration that the said Israel at the like instance and request of the said Judah & Henry had let to the said Judah and Henry the last mentioned boat to go from said West Springfield to Hartford they the said Judah and Henry undertook and then and there faithfully promised said Israel to return said boat within a reasonable time and also to pay said Israel a reasonable sum for the use of the last mentioned boat - and the said Israel says he was ready to have received said Boats and Shovel, to wit, at West Springfield aforesaid, yet the said Judah and Henry never returned the same nor ever paid the said Israel for the use of the same or in any way performed their promises aforesaid - and the said Israel says the boat and Shovel first mentioned was well worth the sum of forty dollars and fifty cents and that the boat last mentioned was well worth one other sum of forty dollars - To the damage of the said Israel the sum of Fifty Dollars -

This Action was entered at the present Term - the Plaintiff appears - and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Williston do recover against the said Judah and Henry the sum of fifty Dollars damages and Costs of Suit taxed at \$12.73 - and there of &c.

Ca^{se} 1st May 25. 1797.

Williston
 vs
 Bagg & Rogers
 May (79) 1797

Ashley
or
Morgan
May 16/1797

David Ashley of West Springfield in the County of Hampshire Gent^l
plaintiff v. Ezekiel Morgan of said West Springfield Yeoman Defendant
in a plea of the case for that the said Ezekiel at West Springfield aforesaid on
the twenty fifth day of November in the year of our Lord seventeen hundred & ninety
three by his promising Note in writing under his hand of that date for value received
promised the said David to pay him the sum of four pounds nineteen shillings
and one penny one farthing which is equal to fifteen dollars and fifty one cents
on demand with Interest - Yet the said Ezekiel tho often requested to do it hath
never paid said Note or any part thereof but unjustly neglected it - to the Dam-
age of the said David Thirty Dollars -

The plaintiff appears. And the defendant tho three times called to
come into Court makes default of his appearance here - Wherefore it is
considered by the Court that the said David do recover against the said
Ezekiel the sum of twenty dollars and two cents damages and Costs of
suit taxed at \$ 6.75 - and thereof &c.

Examined May 25. 1797

White
or
Butterfield
May 18/1797

Joseph White of Whitestown in the County of Herkimer and State
of New York Yeoman plaintiff v. Abraham Butterfield of Shutesbury
in the County of Hampshire Yeoman defendant in a plea of trespass on the
case for that the said Abraham at Whitestown do wit at Northampton
aforesaid on the fifteenth day of December in the year of our Lord, one
thousand seven hundred and ninety five by his Note of that date for value
received promised the said Joseph to pay him Forty Dollars by the first
day of May next after the date of said Note with interest till paid mean-
ing the interest at the rate of seven pounds on the hundred of the said State
of New York - Yet the said Abraham altho often requested hath never paid
the said sum of money or any part of it, but he to do it neglected - to the
damage of the said Joseph White Twenty dollars -

The plaintiff by Gold his attorney appears - and the defendant tho
three times publicly called to come into Court makes default of his
appearance here - Wherefore it is considered by the Court that the said
Joseph do recover against the said Abraham the sum of Thirty eight
dollars and forty two cents damages and Costs of suit taxed at -
\$ 1.35 - and thereof &c.

Examined May 23. 1797

Strong Esq
or
Robins
May 16/1797

Caleb Strong of Northampton in the County of Hampshire Esq^l
plaintiff v. William Robins late of Cumington in the same County
Husband and son defendant in a plea of the case for that the s^d William
at Northampton on the twenty eighth day of August in the year
of our Lord one thousand seven hundred and ninety three by his Note
of hand of that date for value received promised the plaintiff to pay
him or order Seven pounds ten shillings and one penny lawful
money which the plaintiff says is equal to twenty five dollars and
thirty five cents on demand with Interest - Yet the said William
tho often requested hath not paid the contents of said Note to the
plaintiff or any part thereof but neglected it to his Damage forty Dollars -
The plaintiff appears and the said William tho three times publicly
called to come into Court makes default of his appearance here Wherefore
it is considered by the Court that the said Caleb do recover against the said
William \$ 26.32 damages & Costs taxed at \$ 5.60 & thereof &c.

Examined May 30 1797

Simeon Root of Northampton in the County of Hampshire Yeoman &ff.
 v. Silas Brown Jun^r of East Hampton in the same County Husbandman &ff.
 in a plea of trespass on the case for that the said Silas at said Northampton on the
 twenty sixth day of January last past by his Note of hand of that date for value received
 promised one Erastus Lyman to pay him or order eight pounds thirteen shillings
 which the plaintiff says is equal to twenty eight dollars and eighty four cents. on
 demand with Interest and afterwards on the same day at said Northampton the
 said Erastus by his indorsement on the former Note ordered the contents thereof then
 wholly due and unpaid to be paid to the plaintiff for value received of which
 the said Silas then afterwards the same day had notice and thereby became char-
 geable to pay the contents of said Note to the plaintiff according to the tenor of
 Note and the indorsement thereof, and being so chargeable the said Silas in con-
 sideration thereof there afterwards the same day undertook and to the plaintiff
 faithfully promised to pay him the said contents according to the tenor of said
 Note and the indorsement aforesaid - Yet the said Silas tho often requested
 hath not paid the contents of the said Note to the plaintiff or any part thereof
 but unjustly neglected to do the damage of the said Simeon Fifty dollars -
 The plaintiff by Caleb Strong Esq. his Attorney appears, and the Defendant
 tho three times publicly called to come into Court makes default of his
 appearance here - Wherefore it is considered by the Court that the said
 Simeon do recover against the said Silas the sum of twenty nine dol-
 -lars and thirty six cents damages and costs of suit taxed at \$5-36 &
 thereof &c. -

Root v. Brown
 May 18/ 1797.

Ex. signed May 30th 1797.

Caleb Strong of Northampton in the County of Hampshire Esq.
 plaintiff v. John Giles Yeoman and Edward Giles Jun^r Yeoman both late
 of Charlemont in the same County defendants. in a plea of trespass on the
 case for that the said John and Edward at said Northampton on the first
 day of October in the year of our Lord one thousand seven hundred and ninety
 five by their note of hand of that date for value received promised the
 plaintiff to pay him or order thirteen dollars and fifty two cents on demand
 with interest yearly - Yet the said John and Giles tho often requested
 have not nor have either of them paid the contents of the said Note
 to the plaintiff or any part thereof but unjustly neglected to do it - to the
 damage of the said Caleb Strong thirty Dollars -
 The plaintiff appears - and the defendants tho three times publicly
 called to come into Court make default of their appearance here - Where-
 fore it is considered by the Court that the said Caleb do recover against
 the said John and Edward the sum of fourteen dollars and eighty
 two cents damages and costs of suit taxed at \$6-37 & thereof &c.

Strong Esq.
 v. Giles & al⁻
 May 19/ 1797

Ex. signed May 30. 1797.

Joseph Moser of Colrain in the County of Hampshire Yeoman
 Plaintiff v. Jonathan Harroon of Colrain Yeoman defendant
 in a plea of the case for that whereas the said Jonathan at North-
 ampton aforesaid on the twentieth day of August last past by his
 note under his hand of that date for value received promised the
 said Moser to pay him seven pounds equal to twenty three dol-
 -lars and thirty four cents in three months from the date of Note
 with Interest - Yet the said Jonathan has never paid the same
 tho requested but neglected it

Moser
 v.
 Harroon
 May 19/ 1797.

The plaintiff appears and the defendant the three times publicly called to come into Court makes default of appearance here Wherefore it is considered by the Court that the said Mixer do recover against the said Harroon the sum of twenty four dollars and fifteen Cents damages and Costs of suit taxed at \$ 0. 91 and thereof &c

Whereupon the said Jonathan appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the said County of Hampshire on the last Tuesday of September next and recognizes with sureties to prosecute the same to effect

Stevenson
vs
Wells
May 104/ 1797

Isaac Stevenson of Leyden in the County of Hampshire Yeoman Deft
vs Thomas Wells of the same Leyden Trader Deft in a plea of the case for that whereas the said Thomas at Northampton aforesaid on the sixth day of March in the Year of our Lord one thousand seven hundred & ninety six by his Note of hand of that date for Value received promised the said Isaac to pay him or his order the sum of seven pounds fourteen shillings and ten pence equal to twenty five dollars and eighty one Cents on demand with Interest Yet he hath never paid the same but neglects it To the damage of the said Isaac sixty Dollars
The plaintiff appears and the defendant the three times called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Isaac do recover against the said Thomas the sum of Twenty six Dollars and twelve Cents damages & Costs of suit taxed at \$ 7. 97 and thereof &c

Carried May 24. 1797. —

Forbes
vs
Dalrymple
May 108/ 1797

William Forbes of Greenfield in the County of Hampshire Trader plaintiff
vs David Dalrymple of Coldrain in the same County Yeoman defendant in a plea of the case for that whereas the said David at Halifax to wit at Northampton aforesaid on the twentieth day of October in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said William to pay him two pounds fourteen shillings and one penny lawful money equal to nine dollars and two Cents on demand with Interest Also for that whereas the said David at Northampton aforesaid on the tenth day of April current by his other Note under his hand of that date for Value received promised the said William to pay to him or his order another sum of Thirty eight shillings and six pence lawful money equal to six dollars and forty two Cents on demand with Interest Yet he hath never paid either of the notes aforesaid the oughted but neglects it To the damage of the said William the sum of Forty Dollars

And the plaintiff appears and the defendant the three times publicly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said William Forbes do recover against the said David Dalrymple the sum of fifteen Dollars and seventy nine Cents damages and Costs of suit taxed at \$ 7. 79. and thereof &c

Carried May 24. 1797. —

Jacob Grogg of Colrain in the County of Hampshire Trader plaintiff v. David Dalrymple Junr of the same Colrain Joiner Defendant in a plea of the Case for that the said David at Northampton aforesaid on the seventeenth day of October in the year of our Lord one thousand seven hundred and ninety nine by his note under his hand of that date for Value received promised the plaintiff to pay him or order the sum of twelve dollars and ninety two cents in demand with Interest - also for that whereas the said David at said Northampton on the twenty seventh day of October aforesaid by his other note under his hand of that date for Value received promised the plaintiff to pay him or order one other sum of One Dollar and ninety five cents in three months from the date of said note with Interest - yet he hath never paid either of said notes the request of the plaintiff but neglects it to the damage of the said Jacob Thirty Dollars -

The Plaintiff appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Jacob do recover against the said David the sum of fifteen dollars and forty two cents damages and Costs of Court taxed at \$ 0. 29 and thereof &c -

Grogg
Dalrymple
May 109/ 1797.

Excepsit May 24. 1797

Jacob Grogg of Colrain in the County of Hampshire Trader plff. v. David Dalrymple Junr of the same Colrain Joiner. defendant. in a plea of trespass on the Case for that the said Grogg on the twenty ninth day of November last past at Northampton aforesaid was possessed of one cask of French Brandy containing thirty two gallons of the value of sixty Dollars as his own proper Goods and Chattels and being so possessed thereof there afterwards on the same day casually lost the same Brandy out of his hands & possession, which Brandy there afterwards to wit on the same day and place aforesaid into the hands and possession of the said Dalrymple by finding came, yet he hath never delivered the same to the plaintiff but at Northampton aforesaid the day aforesaid wrongfully converted the same to his own use to the damage of the said Jacob the sum of Twenty Dollars -

same or same
May 110/ 1797

The plaintiff appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Jacob do recover against the said David the sum of Forty four dollars damages and costs of suit taxed at \$ 0. 29 and thereof &c -

Excepsit May 24. 1797 -

Samuel Salisbury and Stephen Salisbury both of Boston in the County of Suffolk Merchants plaintiffs v. Ezekiel Price Junr of Hadley in the County of Hampshire Trader defendant in a plea of the Case for that the said Ezekiel at said Boston to wit at Hadley aforesaid on the twenty ninth day of October in the year of our Lord one thousand seven hundred and ninety five by his note under his hand of that date for Value received promised the plaintiffs to pay them or their order One hundred and thirty four dollars and ^{three} ~~fourteen~~ ^{four} cents on demand with lawful Interest for the same till paid - Also the said Ezekiel at Boston to wit at Hadley aforesaid on the second day of May last past by his other Note under his hand of that date for Value received promised the said plaintiffs to pay them One hundred and thirty four dollars and fourteen cents on demand with lawful Interest for the same till paid yet the said Price the

Salisbury &c.
or
Price
May 125/ 1797

often thereto requested hath never paid the contents of either of said Notes or fulfilled either of his promises aforesaid but neglects it to the damage of the said Samuel and Stephen three hundred Dollars — The plaintiff by J^r & D^r Gent^r their attorney appear and the Def^t the three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Samuel and Stephen do recover against the said Ezekiel the sum of two hundred and eighty five dollars and nine Cents damages and Costs of Suit taxed at \$ 15- 54- and thereof \$5. —

Examined May 25. 1797.

Samuel Warner of Hadley in the County of Hampshire Townholder Plaintiff vs Ezekiel Price Jun^r of the same Hadley Trader in a plea of the Case for that the said Ezekiel at Hadley aforesaid on the twenty third day of March last past by his Note under his hand of that date for Value received promised the said Samuel to pay him Thirty five dollars on demand with lawful Interest for the same sum till paid — yet the said Price the often requested hath never paid the same but wholly refuses so to do — To the damage of the said Samuel Forty five Dollars — The plaintiff appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel do recover against the said Ezekiel Price Jun^r the sum of thirty seven dollars and thirty five Cents damages and Costs of Suit taxed at \$ 6. 49 and thereof \$2

Examined May 25. 1797 —

Jos^t Burt of Northampton in the County of Hampshire Yeoman Deft^r vs Ezekiel Price Jun^r of Hadley in the same County Trades Defendant in a plea of the Case for that the said Ezekiel at Hadley aforesaid on the twenty ninth day of January in the year of our Lord seventeen hundred and Ninety six by his Note under his hand of that date for Value received promised the said Jos^t to pay him six pounds sixteen shillings equal to twenty two dollars and seventy seven Cents on demand with lawful Interest for the same till paid — yet the said Ezekiel the often requested hath never paid the same but wholly neglects and refuses to do it to the damage of the said Samuel Twenty eight Dollars —

The plaintiff appears and the defendant the three times publickly called to come into Court makes default of appearance here wherefore it is considered by the Court that the said Samuel do recover against the said Ezekiel the sum of Nineteen dollars and seventeen Cents damages and Costs of Suit taxed at \$ 6. 30 and thereof \$2 —

Examined May 25. 1797 —

Ezekiel Price Jun^r of Hadley in the County of Hampshire Trader Plaintiff vs Benjamin Jones of Worthington for the same County Shoemaker Defendant in a plea of the Case for that the said Price at Hadley aforesaid on the twenty ninth day of July past by his Note under his hand of that date for Value received promised said Ezekiel to pay him or his order Eighteen Dollars and fifty Cents on demand with lawful Interest for the same till paid — yet the said Benjamin the often requested hath never paid the same but unjustly neglects it — To the damage of the said Ezekiel Twenty four Dollars — The plaintiff appears and the defendant the three times publickly called

Warner
vs
Price Jun^r

May 12th. 1797

Burt
vs
Price

May 12th. 1797

Price
vs
Jones

May 12th. 1797

called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Ezekiel do recover against the said Benjamin Jones the sum of nineteen dollars and forty cents damages and Costs of Suit taxed at \$ 4.00 and there of &c.

Ensigned May 25. 1797.

Samuel Sweet of Boston in the County of Suffolk Merchant Plaintiff v Ezekiel Price Jun^r of Hadley in said County Trader in a plea of the case for that the said Ezekiel at Boston to wit at Northampton aforesaid on the twenty fourth day of November last by his Note under his hand of that date for Value received promised the said Samuel to pay him or his order two hundred and two dollars and fifty five cents within three months from said date with lawful Interest for the same after the expiration of said three months till paid, Yet the said Ezekiel the three times requested hath never paid the same but wholly neglects so to do to the damage of the said Samuel two hundred & twenty dollars - The plaintiff by Jonathan & Porter Gent^l his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Samuel do recover against the said Ezekiel the sum of two hundred and five dollars and sixty eight cents damages and Costs of Suit taxed at \$ 7.25.

Sweet
v
Price

May 129/ 1797.

Ensigned June 20. 1797.

Asaph Lyon of Pelham in the County of Hampshire Trader plaintiff v John Cole of the same Pelham Yeoman defendant in a plea of the case for that said John at said Pelham on the sixth day of September last past by his Note under his hand of that date for Value received promised said Asaph to pay him or his order one hundred and sixty two dollars & twenty two cents on demand with lawful Interest for the same till paid - Yet said John the often three times requested hath never paid the same but wholly refuses so to do - to the damage of the said Asaph One hundred and sixty two dollars - The plaintiff appears and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Asaph do recover against the said John the sum of one hundred and sixty nine dollars and ten cents damages and Costs of suit taxed at six dollars and seventy nine cents and there of &c.

Lyon
v
Cole

May 134/ 1797

Ensigned May 25. 1797.

John Hopkins of Hadley in the County of Hampshire Trader plaintiff v Benjamin Davenport of Warrington in the same County Trader Defendant in a plea of the case for that the said Benjamin at said Hadley on the fourteenth day of January last past by his Note under his hand of that date for Value received promised the said John to pay him or his order fifteen pounds eleven shillings and nine pence (equal to fifty one dollars and ninety six cents) sixty days after the date with lawful Interest after the time of payment till paid - also for that the said Benjamin at said Hadley by his other Note under his hand of the same date for Value received promised said John to pay him or his order seven pounds five shillings (equal to twenty four dollars and seventeen cents) thirty days after the date with Interest after the expiration of said thirty days till paid - Yet the said Benjamin the often three times requested hath never paid the Contents of either of said Notes but wholly refuses so to do - to the damage of the said John Ninety Dollars - The plaintiff appears and the def^t the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said John do recover against the said Benjamin the sum of Seventy six dollars and eighty one cents dam -

Hopkins
v
Davenport

May 138/ 1797

damages and Costs of suit taxed at \$ 4. 77 and three of 4.

Whereupon the said Benjamin appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of September next & recognizes with sureties to prosecute the same to effect.

Mooley
or
Granger
May (159) 1797

Daniel Mooley of South Hadley in the County of Hampshire Gent^r plaintiff v. Benjamin Holcomb Granger of Hadley in the same County Blacksmith defendant. in a plea of the case for that the said Benjamin Holcomb at said Hadley on the twenty fifth day of November in the year of our Lord seventeen hundred and ninety three by his att^r under his hand of that date for Value received promised the said Daniel to pay him five pounds seventeen shillings and eleven pence equal to ~~seven shillings and eleven pence~~ seventeen dollars and ninety nine cents on Demand with the lawful interest for the same till paid - Yet the sd Benjamin Holcomb tho often thereto requested hath never paid said sum but wholly refuses so to do - to the damage of the said Daniel Twenty four Dollars - The plaintiff appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Daniel do recover against the said Benjamin Holcomb the sum of Seventeen Dollars and Seventeen Cents damages and Costs of suit taxed at \$ 5. 49.

Ex^{ce} issued May 25. 1797.

Miller
or
Taylor
May (121) 1797

Abijah Miller of Glastenbury in the County of Hartford & State of Connecticut Yeoman plaintiff v. Elisha Taylor of South Hadley in the County of Hampshire Yeoman in a plea of debt - for that whereas the said Abijah Miller before the Court of Common pleas holden at Northampton on the second Tuesday of January in the year of our Lord one thousand seven hundred and ninety five by the considerations of the Justice of the said Court recovered Judgment against the said Elisha Taylor and one Abigail Taylor then alive but since deceased for the sum of Three pounds three shillings and four pence equal to thirty dollars and fifty six Cents Damages and One pound ten shillings and seven pence equal to five dollars and ten cents for his Costs and Charges by him about his suit in that behalf expended - as by the records of which Judgment in our said Court remaining manifestly appears - which said Judgment remains in full force not reversed or satisfied and the an Execution of the price of seventeen Cents was duly sued out on the same execution the return day thereof both long since been past and report of said sums both indorsed or satisfied but the same remains wholly unsatisfied and unpaid by means of which Action hath accrued to the plaintiff to have and recover the same - Yet the said Elisha and Abigail in the life time of the said Abigail nor the sd Elisha since the death of the said Abigail have ever satisfied the same but neglect it to the damage of the said Abijah Sixty Dollars

The plaintiff appears and the Defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Abijah do recover against the said Elisha the sum of forty dollars and seventy eight Cents and Costs of suit taxed at \$ 11. 77 & three of 4.

Ex^{ce} issued May 27. 1797

John Thomas of Hartford in the County of Hartford and State of Connecticut
 Yeoman Plaintiff vs Robert Leonard of West Springfield in the County of Hampshire
 Yeoman Defendant in a plea of the Case for that the said Robert at said Northampton
 on the fourth day of November in the year of our Lord one thousand seven hundred
 and Ninety six by his promissory Note, under his hand of that date for Value received
 promised the plaintiff to pay him or his order in three months from the first day of
 the same November the sum of Ninety four dollars and Nine Cents with lawful Interest
 for the same till paid Yet the said Robert the often times requested hath never
 paid the plaintiff the same but neglects and refuses to do it to the damage of the
 said John Thomas One hundred Dollars —
 The plaintiff appears and the defendant the three times called to come
 into Court makes default of his appearance here, Wherefore it is considered
 by the Court that the said John Thomas do recover against the said Robert
 the sum of Ninety seven dollars and eleven Cents damages and Costs of
 Suit taxed at \$ D. 39. and thereof &c. —

Thomas
 Leonard
 May 142/ 1797.

Cyrus Starbuck of Southwick in the County of Hampshire Gent.
 plaintiff vs Samuel Hasall of Dartmouth in the same County Gent.
 defendant in a plea of the Case for this that whereas the said Samuel at North
 ampton aforesaid on the first month day of August last past by his promissory
 Note of hand of that date for Value received promised the said Cyrus to pay
 him the sum of Sixty Dollars by the first day of April then next with
 Interest till paid Yet the said Samuel altho often requested and altho the
 time of payment has long since passed has never performed his promise aforesaid
 but neglects it to the damage of the said Cyrus Sixty Six Dollars —

Starbuck
 Hasall
 May 144/ 1797.

The plaintiff appears and the defendant the three times publicly called
 to come into Court makes default of his appearance here Wherefore it is con-
 sidered by the Court that the said Cyrus do recover against the said Sam-
 uel the sum of Sixty two dollars and seventy five Cents damages and Costs of
 Suit taxed at \$ 7. 55 & thereof &c. —

Case issued May 24. 1797.

Ephraim Wood of Concord in the County of Middlesex Gentleman Plff.
 vs Luther Bisbee of Communion in the County of Hampshire Gentleman
 Defendant in a plea of the Case for this that whereas the said Luther at North-
 ampton aforesaid on the twenty fourth day of June in the year of our Lord
 seventeen hundred and ninety five by his promissory Note of that date
 for Value received promised the said Ephraim (by the name of Ephraim
 Wood Executor of the last Will of John Greening Esq. deceased) or his order
 the sum of twenty seven pounds seventeen shillings and four pence lawful
 money equal to Ninety two dollars and ninety one Cents in eighteen months
 from the date aforesaid with lawful Interest till paid Yet the said Luther
 altho often requested has never fulfilled his promise aforesaid but neglects it
 to the damage of the said Ephraim two hundred Dollars —

Wood
 Bisbee
 May 145/ 1797

The plaintiff appears and the defendant the three times publicly called to
 come into Court makes default of his appearance here — Wherefore it is con-
 sidered by the Court that the said Ephraim do recover against the said
 Luther the sum of One hundred and three dollars and seventy five Cents
 damages and Costs of Suit taxed at \$ D. 53 and thereof &c. —
 Whereupon the said Luther appeals from the Judgment of this Court
 to the Supreme Judicial Court next to be holden at Northampton in the
 for said County & recognises with sureties to prosecute the same to effect —

Stayton
or
Markweather
May 147/1797.

Eleazer Stayton of Chester in the County of Hampshire Yeoman plaintiff
v. Cyrus Markweather of Southwick in the County of Hampshire Gent^l
defendant in a plea of the case for that the said Cyrus at Northampton
aforesaid on the sixteenth day of August last past by his promissory Note of
hand of that date for Value received promised the said Eleazer to pay
him the sum of Thirty dollars by the first day of April then next with inter-
est paid: And also for that whereas the said Cyrus at Northampton
aforesaid was justly indebted to the said Eleazer in another sum of twenty
Dollars for so much money then before that time by the said Cyrus to and
for the use of the plaintiff had and received and being so indebted then & there
in consideration thereof assumed on himself and promised the plaintiff
to pay him the same sum on demand. Yet the said Cyrus at the often there
to requested hath never performed his said promise neither of them but neg-
lects so to do to the damage of the said Eleazer as herewith two hundred dol-
lars - - - The plaintiff appears and the defendant the three times pub-
licly called makes default of his appearance here - wherefore it is considered
by this Court that the said Eleazer do recover against the said Cyrus the
sum of thirty one dollars and thirty five Cents and Costs of suit taxed at
\$7. 25 and thereof &c.

Whereupon the said Cyrus appeals from the Judgment of this Court to
the Supreme Judicial Court to be holden at Northampton within and for the
County of Hampshire on the last Tuesday of September next and recognises
with sureties to prosecute the same to effect.

Herrieh
or
Perkins
May 153/1797.

Holbert Herrieh of Worthington in the County of Hampshire Trader
plaintiff v. York Perkins of Norwich in said County Yeoman defendant
in a plea of the case for that the said York at Worthington aforesaid on the
fifteenth day of March in the year of our Lord one thousand seven hundred &
ninety six by his promissory Note under his hand of that date for Value re-
ceived promised the Plaintiff to pay him the sum of Fifty two dollars silver money -
twenty dollars in butter and Cheese and thirty two dollars in good hay all at
Cash prices by the twenty-fifth day of December then next with interest
full paid And the Plaintiff in fact says he has always been ready to receive said
butter and Cheese & hay according to the tenor of said Note to wit at his Store
in Worthington aforesaid and that the time of payment has long since passed
Yet the said York at the often requested has never performed his said promise
but neglects it - To the damage of the said Holbert One hundred Dollars
The plaintiff now here appears and enters his action at this Court and the
Defendant the three times publicly called to come into Court makes default of
his appearance here - Wherefore it is considered by this Court that the said
Holbert do recover against the said York the sum of Ninety eight
Dollars and ninety eight Cents damages and Costs of suit taxed at
\$9. 31. and thereof &c.

Exempt May 24. 1797.

Southwick
or
Hair
May 157/1797

Samuel Southwick Gent^l of New Salem in the County of Hampshire
Yeoman plaintiff v. Samuel Hair of New Salem aforesaid Labourer
Defendant in a plea of the case for that the said Samuel Hair at New-
Salem in said County on the twenty third day of August last past by his Note
under his hand of that date for Value received promised the said Samuel

Southwick to pay him or his order the sum of twenty dollars within four months from the date of said Note with lawful Interest for the same untill paid, Yet the said Samuel Hair the threats often requested hath never paid the the same but neglects it to the damage of the said Southwick the sum of three Dollars—

The plaintiff appears and the defendant the three times publickly called to come into Court makes default of his appearance here where fore it is considered by the Court that the said Southwick do recover against the said Hair the sum of sixteen dollars and eighty two Cents damages and Costs of Suit taxed at \$ 0-75 and thereof.

Examined May 25. 1797.

Isaac Townsend of Greenwich in the County of Hampshire German Plaintiff vs Elizabeth Morgan of New Salem in said County Widow Defendant in a plea of the case for that the said Elizabeth at said New Salem on the eighth day of November last past by her note under her hand of that date for Value received promised the said Isaac to pay him Eleven dollars and thirty six Cents on demand with lawful interest for the same untill paid Also for that whereas the said Elizabeth on the first day of February last past at said New Salem was indebted to the said Isaac in the sum of twenty four dollars for the use and occupation of a certain tract of Meadow Land belonging to the said Isaac situate lying and being in Petersham in the County of Worcester by the said Elizabeth before that time used occupied and enjoyed and being indebted in consideration thereof the said Elizabeth afterward to wit the same day and Year at New Salem aforesaid promised the said Isaac to pay him the same sum of twenty four dollars when she should be there afterward requested by the said Isaac. — also for that whereas the said Elizabeth on the same day place and Year aforesaid in consideration that the said Isaac had at the special instance and request of the said Elizabeth before that time permitted the said Elizabeth to use occupy and enjoy another tract of Meadows Land belonging to the said Isaac situate and being in Petersham aforesaid she on herself appeared and to the said Isaac at New Salem aforesaid faithfully promised to pay him so much money as the said Isaac reasonably deserved to have for the same. And the said Isaac saith he reasonably deserved to have of the said Elizabeth for the use and occupation and enjoyment of the last mentioned tract of Land other twenty four dollars whereas the said Elizabeth then and there had notice from the said Isaac yet the said Elizabeth though often threats requested hath never performed either of his said promises but neglects and refuses so to do — to the damage of the said Isaac Fifty Dollars.

The Plaintiff appears and the defendant the three times publickly called to come into Court makes default of her appearance here. — Wherefore it is considered by the Court that the said Isaac do recover against the said Elizabeth the sum of thirty five dollars and seventy two Cents damages and Costs of Suit taxed at \$ 7-95.

Examined May 25. 1795.

John Orcutt of Wendell in the County of Hampshire Labourer Plaintiff vs David Pratt of Shutebury in said County Yeoman defendant in a plea of the case for that the said David at said Wendell on the first day of July last past by his Note under his hand of that date for Value received promised the said John to pay him or his order the sum of twenty eight dollars and thirty three Cents by the twenty second day of September then next with lawful Interest for the same till paid —

Townsend
vs
Morgan
May 15/ 1797

Orcutt
vs
Pratt
May 16/ 1797

Ycs.

Yet the said David altho often requested hath never paid the said sum or fulfilled his promise aforesaid but neglects it to the damage of the said Brett as he saith the sum of Forty Dollars and the plaintiff appears and the defendant the three times publicly called makes default of his appearance here. Wherefore it is considered by the Court that the said John do recover against the said David the sum of Twenty four Dollars and twenty one Cents damages and Costs of suit taxed at \$7.52 and there of &c.

Executed May 25. 1797

Nichols
Goldthwait
May 16/1797

Jonathan Nichols of New Salem in the County of Hampshire Trader Plaintiff vs Joseph Goldthwait of the same New Salem the said defendant in a plea of the case for that the said Joseph at New Salem on the eighteenth day of June last past by his note under his hand of that date for Value received promised the said Jonathan to pay him or his order the value of twenty Dollars in good shingles and shingles as they are then selling and to deliver said shingles and shingles to said Jonathan at said Jonathan's Store in said New Salem within five months from the date of said Note with lawful interest for the same sum till paid. Yet the said Joseph the often requested hath never paid the same but neglects and refuses to do it to the damage of the said Jonathan - Forty Dollars.

The plaintiff by Edward Stephens Gent^l his Attorney appears and the Defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Jonathan do recover against the said Joseph the sum of Twenty one Dollars and ten Cents damages and Costs of suit taxed at \$7.60 - and there of &c.

Executed May 25. 1797.

Foster v Leonard
May 16/1797.

Amos Foster of New Salem in the County of Hampshire Yeoman & Peter Leonard of Shutesbury in said County Yeoman defendant in a plea of the case for that the said Peter at New Salem aforesaid on the thirtieth day of February last past by his note under his hand of that date for Value received promised the said Amos to pay him the sum of One hundred Dollars within ten days from the date of said Note. Yet the said Peter the often requested hath never paid the same but neglects and refuses to do it to the damage of the said Amos One hundred Dollars.

The plaintiff appears and the defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Amos do recover against the said Peter the sum of Sixty nine dollars and thirty four Cents damages and Costs of suit taxed at \$10.39 and there of &c.

After which the said Peter by Jm. E. Potter Esq his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for said County of Hampshire on the fourth tuesday of September instant and recognizes with sureties to prosecute the same appeal with effect.

Samuel Clifford of Greenwich in the County of Hampshire Geo-
man - plaintiff v. Daniel Feltton of New Salem in the same County Geo-
man Defendant in a plea of the case for that the said Daniel at Green-
wich aforesaid on the twenty sixth day of October in the year of our Lord
one thousand seven hundred and ninety five by his note under his hand of
that date for value received promised the said Samuel to pay him thirteen
thousand of good fifteen inch shingles (worth twenty dollars) and forty three
cents in Cash and to deliver the same shingles or pay the same Cash to
the said Samuel at the dwelling house of Joel Wheeler in New Salem
aforesaid within fourteen months from the date of said note with
lawful interest for the same - and the said Samuel avers that he was al-
ways ready to receive the same shingles and cash of the said Daniel Yet
the said Daniel though often requested hath never fulfilled his said
promise but neglects and refuses to do it - to the damage of the said
Samuel the sum of Fifty Dollars -

Clifford
v.
Feltton
May 17/90/1797

The Plaintiff appears by Edward Upham Gent^l his attorney and
the defendant the three times publicly called to come into Court makes
default of his appearance here - Wherefore it is considered by the Court
that the said Samuel do recover against the said Daniel the sum
of Seventy one dollar and thirty four cents damages and Costs of
Suit taxed at \$7.35 and thereof &c.

Ex^o issued May 25. 1797 -

James Curtiss of New Salem in the County of Hampshire Geo-
man plaintiff v. Nathan Smith of Westover in the County of Wor-
cester Houswright Defendant in a plea of the case for that the said
Nathan at said New Salem on the first day of January last past in
consideration that the said James had before that time at the special
instance and request of the said Nathan sold and delivered to the said
Nathan twenty two thousand of good shingles promised the said James
to pay him upon demand as much money as the said shingles were reason-
ably worth and the said James saith that the said shingles so sold & delivered
to the said Nathan by the said James as aforesaid were reasonably worth
the sum of thirty six dollars and fifty cents of which the said Nathan then
and there had notice - Also for that the said Nathan at said New Salem on
the said first day of January was justly indebted to the said James in
other sum of eighteen dollars and two cents to balance this account here
unto annexed and then and there in consideration thereof promised the
said James to pay him the same on demand - Yet the said Nathan
the often requested hath never performed either of his said promises but
neglects and refuses to do it - To the damage of the said James the
sum of Sixty Dollars -

Curtiss
v.
Smith
May 17/94/1797

The plaintiff by Edward Upham Gentleman his attorney appears &
the Defendant though three times publicly called to come into Court
makes default of his appearance here - Wherefore it is considered by the
Court that the said James do recover against the said Nathan the
sum of Eighteen Dollars and two cents damages and Costs of Suit
taxed at \$9.46.

Ex^o issued Sept^r 22^d 1797 -

Asaph Lyon of Pelham in the County of Hampshire trades
Plaintiff v. William Hair of New Salem in the County of said
Laborer defendant in a plea of the case for that the said William
at said New Salem on the third day of December in the year of our
Lord one thousand seven hundred and ninety three by his note under his
hand of that date for value received promised the said Asaph to pay
him or his order the value of twenty one shillings and ten pence (equal
to three dollars and sixty four cents) in good merchantable fifteen inch

Lyon
v.
Hair
May 17/97/1797

Shingles and deliver the same to the said Asaph at his store in said New
Haven by the first day of January then next - and the said Asaph avers that
he was always ready to receive the same Shingles - Also for that the said William
at New Haven aforesaid on the twenty second day of May in the Year of aforesaid
one thousand seven hundred and ninety four, by his note under his hand of that
date for Value received, promised the said Asaph to pay him or his order fifty
four shillings / equal to nine dollars / on demand with the lawful Interest for
the same untill paid - Yet the said William the often requested hath
never performed either of his said promises but neglected it - to the damage
of the said Asaph the sum of Three by dollars -
The Plaintiff by Edward Upham Gent^r his Attorney appears, and
the defendant the three times publicly called to come into Court, makes
default of his appearance here - Wherefore it is considered by the Court
that the said Asaph do recover against the said William the sum of
Fourteen dollars and thirty one Cents damages and Costs of suit taxed
at \$7.51 and thereof &c.

Edw Upham May 25th 1797.

Hemenway Joshua Memoriamy Jun^r of New Salem in the County of Hamp-
shire Trader, Plaintiff v. Elizabeth Morgan of the same New Salem
Widow & Spinster Defendant in a plea of the case for the said
May 1798/1797. Elizabeth at said New Salem on the day of the date of this Writ in
consideration that the said Joshua had there before that time at the
special instance and request of the said Elizabeth sold and delivered
to the said Elizabeth divers goods Wares and merchandizes promised
the said Joshua to pay him therefor so much money as he reasonably
deserved to have of the said Elizabeth for the said Goods Wares and
Merchandizes by him so sold and delivered - and the said Joshua in
fact saith that the said Goods Wares and Merchandizes so sold and
delivered as aforesaid were reasonably worth the sum of fourteen dollars
of which the said Elizabeth then and there to wit on the day and at the
place last mentioned had Notice - Yet the said Elizabeth though often
requested hath never paid the same but neglects and refuses to do it -
To the damage of the said Joshua Forty Dollars. -
The plaintiff by Edward Upham Gent^r his Attorney appears And the
Defendant the three times publicly called to come into Court makes
default of her appearance here - Wherefore it is considered by the Court
that the said Joshua do recover against the said Elizabeth the sum
of fourteen dollars damages and Costs of Court taxed at \$7.51
and thereof &c.

Edw Upham May 25th 1797.

Dix et al. Elijah Dix of Boston in the County of Suffolk and Oliver
Townsend of Worcester in the County of Worcester Merchants and partners
in trade Plaintiffs v. Isaac Townsend of Greenwich in the County of
May 1800/1797. Hampshire German defendant in a plea of the case for that the said
Isaac at Worcester to wit at said Greenwich on the ninth day of De-
cember last past by his Note under his hand of that date for Value
received promised the said Elijah and Oliver to pay them or their
order the sum of forty four dollars and fifty cents on demand with
lawful interest for the same sum till paid - Yet the said Isaac
the often requested hath never paid said sum but neglects and
refuses to do it to the damage of the said Elijah and Oliver the sum
of One hundred Dollars -
The plaintiff by Edward Upham Gent^r his Attorney appears &
the defendant the three times publicly called to come into Court
makes default of his appearance here - Wherefore it is considered by -

the Court that the said Elijah and Oliver do recover against the said Isaac
the sum of Forty four dollars and seventy six Cents damages and costs of suit taxed
at \$ 87.9 and thereof &c.

Carried May 25. 1797.

(221)

Elijah Dia and John Hastings Jun^r both of Boston in the County of Suffolk Merchants and Partners in trade plaintiffs v. Isaac Townsend of Greenwich in the County of Hampshire German defendant - in a plea of the
case for that the said Isaac at Greenwich aforesaid on the seventh day of Feb.
ruary warrant by his note under his hand of that date for Value received prom-
ised the plaintiffs to pay them or their order the sum of four hundred
and ten dollars and outbetween Cents on demand with the lawful Interest
for the same sum till paid Yet the said Isaac the often objected hath
never paid the same but neglected and refuses to do it - To the damage
of the said Elijah and John the sum of Five hundred Dollars
The plaintiffs by Edward Upham Gent^l their attorney appear and
the defendant the three times called to come into Court on his default
of his appearance here Wherefore it is considered by the Court that
the said Elijah and John do recover against the said Isaac the sum
of four hundred and seventeen Dollars and thirty seven Cents dam-
ages and costs of suit taxed at twenty two dollars and seventy five
Cents and thereof &c.

Carried May 25. 1797.

Ready all
Townsend
May 10/ 1797

Elijah Dia of Boston in the County of Suffolk Merchant plff. v. Isaac Townsend of Greenwich in the County of Hampshire Ger-
man defendant in a plea of the case for that the said Isaac at Bos-
ton to wit at Greenwich aforesaid on the twenty eighth day of March last
past by his note under his hand of that date for Value received promised
the said Elijah to pay him or his order one hundred and fifty dollars
and seventeen Cents in three months from the date of said note with
lawful interest after said term of pay or until till paid - also for that the
said Isaac at Worcester to wit at Greenwich aforesaid on the twenty eighth
day of March aforesaid by his note under his hand of that date for Value
received promised the said Elijah to pay him or his order the sum
of One hundred and fifty one dollars in some months from the date
of said note with the lawful Interest after three months from the date
of said note till paid - Yet the said Isaac the often objected hath
never paid either of said sums or fulfilled either of his said promises
but wholly neglected and refuses so to do - to the damage of the said
Elijah the sum of four hundred dollars
The plaintiff by Edward Upham Gentleman his attorney
appears and the defendant the three times publicly called
to come into Court on his default of his appearance here Wherefore
it is considered by the Court that the said Elijah do recover against
the said Isaac the sum of three hundred and seventeen dollars
and fifty two Cents damages and costs of suit taxed at \$ 16.75
and thereof &c.

Carried May 25. 1797.

Dia
or
Townsend
May 10/ 1797

Smith
or
Townsend
May 1883/1797

John Smith of New Salem in the County of Hampshire blacksmith
Plaintiff v. Isaac Townsend of Greenwich in the same County Yeoman
defendant in a plea of the case for that the said Isaac at said New Salem
on the day of the date of this Writ was justly indebted to the said
John in the sum of twenty seven dollars and twenty six cents to balance
the account annexed and then and there in consideration thereof
promised the said John to pay him the same on demand - Yet
the said Isaac the often requested hath never paid the same but
neglected it to the damage of the said John Thirty Dollars -
The plaintiff appears by Edward Upham Esq his Attorney appears
and the Defendant the three times publicly called to come into
Court makes default of his appearance here Wherefore it is con-
sidered by the Court that the said John do recover against the said
Isaac the sum of twenty seven dollars and twenty six cents dam-
ages and costs of suit taxed at \$ 17-00 and thereof &c -

Essex sessed May 25th 1797.

Hemenway & al.
Townsend -
May 1884/1797

Joshua Hemenway Junr of New Salem in the County of Hamp-
shire Trader and Obadiah Townsend Junr of the same New Salem
Physician plaintiffs v. Isaac Townsend of Greenwich in County
Yeoman Defendant in a plea of the case for that the said Isaac at
said New Salem on the eleventh day of November in the Year of
our Lord one thousand seven hundred and ninety five by his Note
under his hand of that date for Value received promised the said
plaintiffs to pay them or their order the sum of One hundred
and twenty dollars and forty eight cents on demand with the law-
ful interest for the same untill paid - Also for that the said Isaac
at New Salem aforesaid on the day of the date of this writ in consid-
eration that the plaintiffs there before that time had sold & delivered
to the said Isaac at his special instance and request divers good Wares
and Merchandizes promised the plaintiffs to pay them so much
Money therefor as the said Goods Wares and Merchandises were rea-
sonably worth on demand - and the said plaintiffs aver that the
said Goods Wares and Merchandises were reasonably worth the sum
of Seventy nine dollars and thirty three cents of which the said Isaac
then and there to wit on the day and at the place last mentioned had
Notice - Yet the said Isaac the often requested hath never performed
either of his said promises but neglected and refused to do it - to the
damage of the said Plaintiffs the sum of three hundred dollars -
The plaintiffs by Edward Upham Gentleman, their Attorney
appear and the defendant the three times publicly called to
come into Court make default of their appearance here Wherefore
it is considered by the Court that the said Joshua and Obadiah the
said Plaintiffs do recover against the said Isaac Townsend the
sum of two hundred eleven dollars and twelve cents damages &
costs of suit taxed at \$ 0-80 and thereof &c -

Essex sessed May 25th 1797.

William Marshall Esq^r of Boston in the County of Suffolk Mass
 Plaintiff v. Isaac Townsend of Greenwich in the County of Hampshire
 Yeoman defendant in a plea of the case for that the said Isaac at Boston
 to wit at Greenwich aforesaid on the first day of February current by his note
 under his hand of that date for value received promised the said William to
 pay him or his order the sum of four hundred and fifty two dollars and
 twenty six cents on demand with lawful interest for the same untill paid.
 Yet the said Isaac the often requested hath never paid the same but
 neglects and refuses to do it to the damage of the said William the
 sum of Six hundred Dollars — — — — —
 The Plaintiff by Edward Upham Gentleman his Attorney appears
 and the Defendant the three times publicly called to come into Court
 makes default of his appearance here wherefore it is considered by
 the Court that the said William do recover against the said Isaac the
 sum of Four hundred & fifty one dollar and thirty five cents damages
 and Costs of suit taxed at \$ D-75 and thereof &c.

Marshall
 " Townsend
 May 18th 1797

Exhibited May 25. 1797

James Holmes of New Salem in the County of Hampshire Yeoman
 Plaintiff v. Elizabeth Morgan of New Salem aforesaid Widow, defendant
 in a plea of the case for that the said Elizabeth at New Salem aforesaid
 on the twenty third day of July last past by her note under her hand of
 that date for value received promised the said James to pay him nine
 thousand good merchantable fifteen inch shingles worth thirteen dollars
 and fifty cents and to deliver the same to the said James at the dwelling
 house of the said Elizabeth by the first day of January then next follow-
 ing — and the said James avers that he was always ready at said dwelling house
 to receive the same yet the said Elizabeth the often requested hath never
 performed her said promise but neglects and refuses to do it — to the Dam-
 age of the said James the sum of Forty Dollars — — — — —
 The Plaintiff by Edrd Upham Esq^r his Attorney appears, and the Defen-
 -dant the three times publicly called to come into Court makes default
 of her appearance here wherefore it is considered by the Court that
 the said James do recover against the said Elizabeth the sum of
 thirteen dollars and fifty six cents damages and Costs of suit taxed
 at \$ D-13 and thereof &c.

Holmes
 " Morgan
 May 18th 1797

Exhibited May 25. 1797.

David Dewey of Westfield in the County of Hampshire Yeoman
 Plaintiff v. Solomon Shephard of the same Westfield Yeoman
 defendant in a plea of the case for that the said Solomon at Westfield
 aforesaid on the thirteenth day of September last past promised the
 plaintiff to pay him or his order for value received, the sum of
 Twenty dollars on demand with interest for the same untill paid —
 Yet the said Solomon the often requested hath never paid the
 Contents of said Note or any part thereof but unjustly neglects it —
 to the damage of the said David the sum of Fifty dollars — — — — —
 The plaintiff by Joseph Lyman Esq^r his Attorney appears, and the De-
 fendant the three times publicly called to come into Court makes
 default of his appearance here wherefore it is considered by the Court
 that the said David do recover against the said Solomon the sum of
 Twenty Dollars and seventy nine cents damages and Costs of suit
 taxed at \$ D-3 and thereof &c.

Dewey
 " Shephard
 May 19th 1797

Exhibited May 30. 1797.

Lyman
or
Shepherd
May 19th / 1797

Joseph Lyman of Westfield in the County of Hampshire Esq. Plaintiff
v. Solomon Shephard of the same Westfield Esq. Defendant in a plea
of the case for that the said Solomon at said Westfield on the fifth day of
September last past by his Note in writing under his hand of that date for
Value received promised the plaintiff to pay him or his order twenty nine
dollars and seventy four Cents on demand with Interest for the same
untill paid Yet the said Solomon the often requested hath never
paid the Contents of said Note or any part thereof but unjustly neg-
lects it to the damage of the said Joseph fifty dollars —

The plaintiff appears and the defendant the three times publicly
called to come into Court makes default of his appearance here where-
fore it is considered by the Court that the said Joseph do recover aga-
inst the said Solomon the sum of thirty one dollars and two Cents
damages and Costs of Suit taxed at \$ 7. 3. and thereof \$5 —

Ex^{ca} issued May 30. 1797

Pearall
or
Foreman & al-
May 20th / 1797

Thomas Pearall of the City, County and State of New York
Merchant Plaintiff v. Ebenezer Foreman of Westfield in the County
of Hampshire Esq. and James Black of Chester in the same County
Gentlemen defendants in a plea of trespass on the case for that the said
Ebenezer and James at said Westfield on the eighteenth day of December
in the year of our Lord one thousand seven hundred and ninety five by
their Note in writing under their hands of that date for Value received
promised one Joshua Attwater to pay him or his order six pounds lawful
money which is equal in Value to twenty dollars on the eighteenth day
of December in the year of our Lord one thousand seven hundred & ninety
six with interest for the same untill paid and afterwards to wit on
the same eighteenth day of December first mentioned the said
John by his indorsement on the same Note with his proper hand
thereto subscribed ordered the Contents thereof then due and unpaid
to be paid the Plff for Value recd. of which the said Ebenezer and
James had due notice and thereby became liable to pay the Contents
of the same Note to the plff according to the tenor thereof and the
said indorsement, and being so liable promised the plff to do so —
Yet the said Ebenezer and James the often requested have never paid
the Contents of the same Note or any part thereof but unjustly
neglect it to the damage of the said Thomas the sum of Forty Doll^{rs} —
The plaintiff by Joseph Lyman Esq. his Attorney appears and the
defendants the three times publicly called to come into Court makes
default of their appearance here — Wherefore it is considered by the
Court that the said Thomas do recover against the said Ebenezer
and James the sum of twenty one dollars and seventy three Cents
damages and Costs of Suit taxed at \$ 2. 57 and thereof \$5

Ex^{ca} issued May 30. 1797

Root
or
Parks & al-
May 20th / 1797

John Root of Granby in the County of Hartford and State
of Connecticut Gentlemen plaintiff v. Roland Parks of Westfield
in the County of Hampshire Gent^l and Paul Marsham of Southwick
in the same County Esq. Defendants in a plea of trespass on the
case

case for that the said Roland and the said Paul at West Springfield in D
County on the first day of June in the year of our Lord one thousand seven hundred
and ninety six by their Note in writing of that date for value received promised
the said John to pay to him or his order the sum of twenty dollars and forty Cents
current money of the united states by the first day of November then next with
Interest for the same sum till paid but the said Roland and Paul their said
promise not regarding hath never performed the same the often therunto
requested but neglects it to the damage of the said John Forty Dollars —
The plaintiff by Joseph Lyman Esq. his Attorney appears and the defend-
ant the three times called to come into Court makes default of this ap-
pearance here Wherefore it is considered by the Court that the said John
do recover against the said Roland and Paul the sum of \$
damages and costs of Suit taxed at \$ and three of &c. —

John Worthington of Springfield in the County of Hampshire Esq. plaintiff vs. James Wales of Norwich in the same County Trader defendant
in a plea of the case for that the said James at Springfield aforesaid on
the tenth day of November in the year of our Lord one thousand seven hun-
dred and ninety five by his promissory Note of hand of that date for value
received promised the said John to pay him or his order thirty seven dol-
lar and five Cents on demand with interest till paid — but the often therunto
requested the said James has never paid the same but hitherto has and still
does unjustly neglect and refuse so to do — to the damage of the said
Worthington the sum of Sixty Dollars —
The plaintiff by John Hooker Esq. his Attorney appears and the deft-
the ~~the~~ three times called to come into Court makes default of his appear-
ance here Wherefore it is considered by the Court that the said John
Worthington do recover against the said Wales the sum of Forty dollars
and forty two Cents damages and costs of suit taxed at \$ 6. 75 —
and three of &c.

Examined May 23 1797

Worthington
vs
Wales —
May 12th 1797

Levi Brown of Norwich in the County of Hampshire Yeoman plaintiff
vs. Solomon Edwards of Westhampton in said County Husbandman
defendant in a plea of the case for that the said Solomon at Northampton
aforesaid on the twentieth day of September last past by his promissory
Note in writing under his hand of that date for value received promised
the said Levi to pay him the sum of Sixty two dollars and sixty seven
Cents to be paid to be paid in February then next in the year of our Lord
one thousand seven hundred and ninety seven with the lawful interest
for the same sum untill paid, but the said Solomon the often therunto re-
quested has never paid the same but hitherto hath and still does unjustly
neglect and refuse so to do to the damage of the said Levi Sixty Dollars.
The plaintiff by John Hooker Esq. his Attorney appears and the
defendant the three times called to come into Court makes default
of his appearance here wherefore it is considered by the Court
that the said Levi do recover against the said Solomon the sum
of Thirty six dollars and seven Cents damages and costs of suit
taxed at \$ 6. 26 and three of &c.

Examined May 23 1797

Brown
vs
Edwards —
May 12th 1797

Hooker
vs
Keith & al
May 22/1797

John Hooker of Springfield in the County of Hampshire Esq. plaintiff
vs. Caleb Keith of Greenwich in said County Gentleman and Moses Olson
late of said Greenwich Greenw. defendants in a plea that they render him
seven pounds fourteen shillings and eight pence which is equal to twenty
five dollars twenty seven cents and five mills, which to him they owe and
from him unjustly detain and whereas the said John declares and says
that at a Court holden before Moses Bliss Esq. one of the Justices for the
said County of Hampshire at said Springfield on the ninth day of December
in the year of our Lord one thousand seven hundred and ninety three
by the consideration of the same Justice on a praecipe of compulsion and
on their non appearance he rendered judgment against the said Caleb
and Moses for the sum of six pounds fifteen shillings damages & costs
of Suit taxed at nineteen shillings and eight pence, which judgment
yet remains in full force as more fully appears by a copy of the
record of said Justice herewith shewn to not paid satisfied or reversed
whereby action has accrued to said John to demand and have of
the said Caleb and Moses the sum of seven pounds fourteen shillings
and eight pence which is equal to twenty five dollars twenty seven
cents and five mills - yet the said Caleb and Moses or either of them
the often requested hath never paid the same or any part thereof but
withholds hath and still do unjustly neglect and refuse so to do - to the
damage of the said John the sum of Fifty dollars -
The plaintiff appears and the defendants the three times called to come
into Court made default of their appearance here - Wherefore it
is considered by the Court that the said John do recover against
the said Caleb and ~~the~~ for the sum of thirty one dollars debt or
damages and costs of Suit taxed at \$ 7. 00 and thereof -

Esq. signed May 23. 1797

Worthington
vs
Winchel
May 26/1797

John Worthington Esq of Springfield in the County of Hampshire
Esq. plaintiff against Dan Winchel of Greenville in said County Husband
man defendant in a plea of the case for that the said Dan at Greenville
aforesaid on the seventh day of May in the year of our Lord one thousand
seven hundred and ninety by his promise on Note under his hand of
that date for Value received procured one Elisham Miller to pay
him or his order the sum of Forty pounds eight shillings Cash equal
to one hundred and thirty four dollars and forty seven cents on demand
with lawful interest for the same till paid and the said to deliver after
words to wit on the ninth day of the same May at said Greenville
by his endorsement on the same Note with his proper hand sub-
scribed assigned the same note to the said John and ordered the
contents to be paid to said John for Value received of which the said
Dan then and there instantly had notice and so became liable to pay
the contents of said Note to said John and being so liable he the said
Dan then and there in consideration thereof promised said John to
pay him the contents of said note according to the tenor thereof, yet the
said Dan the often thence requested hath never paid the same but
withholds hath and still doth unjustly neglect and refuse so to do -
To the damage of the said Worthington the sum of One hundred
and fifty Dollars -
The plaintiff by John Hooker Esq his attorney appears and the

defendant the three times publicly called to come into Court makes default of his appearance, wherefore it is considered by the Court that the said John Worthington do recover against the said Dan Winchell the sum of One hundred and twenty two dollars damages and Costs of Suit taxed at \$7-39 and thereof &c.

Exhibited May 23. 1797

John Worthington of Springfield in the County of Hampshire Esq. Plaintiff v. Seth Remington of West Springfield in the same County Common Defendant in a plea of the case for that the said Seth at said Springfield on the second day of January in the Year one thousand seven hundred and ninety four by his promise my note of hand of that date for Value received promised the said John to pay him or his order the sum of seven pounds eleven shillings and eleven pence lawful money equal to twenty five dollars and thirty two cents on demand with Interest till paid, Yet the said Seth the often times requested hath never paid the same but hitherto has and still does unjustly neglect & refuse so to do to the damage of the said John Forty Dollars
The plaintiff by John Fletcher Esq. his Attorney appears and the defendant the three times to called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Worthington do recover against the said Remington the sum of thirty Dollars & forty six cents damages and Costs of Suit taxed at \$7-7 and thereof &c.

Worthington
vs
Remington
May 21/1797

Exhibited May 29. 1797

Titus Goodman of Southadley in the County of Hampshire Gent. Plaintiff v. Eli Kellogg late of the same Southadley Common defendant in a plea that the said Eli tender to the said Titus the sum of fifteen dollars and eighty three cents which to him he owes and from him detains, - for this for that whereas the said Titus on the twenty second day of June last past at a Justice Court then holden before Noah Goodman Esq now deceased at his dwelling house in Southadley the said Noah being then in full life and then being one of the Justices of the peace in and for S. County by the consideration and Judgment of the said Noah he recovered of the said Eli four pounds damages and Costs of suit in that behalf expended taxed at eleven shillings the damages and Costs being equal to the aforesaid sum of fifteen dollars and eighty three cents for all the the said Titus hath never said out of the office of the said Justice any Execution on said Judgment in the life time of the said Justice the said Judgment as by a copy thereof and the read thereof in Court to be produced will appear remains in full force and in no part reversed satisfied or paid where by action hath accrued to the said Titus to recover of the said Eli the aforesaid sum of fifteen dollars and eighty three cents - Yet the said Eli the often requested hath never paid the aforesaid sum or any part thereof but unjustly neglects and refuses so to do to the damage of the said Titus the sum of Thirty Dollars

Goodman
vs
Kellogg
May 21/1797

The plaintiff by Samuel Hinckley Esq. his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Titus do recover against the said Eli Kellogg the sum of fifteen dollars and three cents damages and Costs of Suit taxed at \$5-97 and thereof &c.

Exhibited May 30. 1797

Morgan
Clapps
May (22^d) 1797

Judah Morgan of Northampton in the County of Hampshire German
Plaintiff vs. Asahel Clapps of the same Northampton Gentlemen Defendant—
in a plea of assumpsit on the case for that the said Asahel at said Northampton
on the twenty seventh day of September now last past by his note of that date
for Value received promised the said Judah Morgan to pay him the
sum of Twenty four pounds or order in lawful silver money. as well as the
plaintiff says to eighty dollars by the first day of April then next with
Interest till paid Yet the said Asahel the threats requested both not
paid the same or any part thereof to the plaintiff but neglects to do so
To the damage of the said Judah Ninety Dollars—

The plaintiff by Samuel Stinchley Esq. his Attorney appears and the
defendant the three times publicly called to come into Court makes
default of his appearance here wherefore it is considered by the Court
that the said Judah do recover against the said Asahel the sum of
Eighty three dollars and sixteen damages and costs of suit taxed at
£ 5. 0^y and thereof &c. &c.

Essex 1st May 30. 1797.

Symon & al.
^{vs}
Bright
May (22^d) 1797

Justin Symon of the City and County of Hartford and State of Con-
necticut and Elias Symon of Weatherfield in the County of Windham
and State of Vermont Joint traders and Partners in trade in a plea of assumpsit
on the case for that the said Seth at said Hartford to wit at Northamp-
ton aforesaid on the twenty first day of November last past by his Note
under his hand of that date promised the plaintiffs under the firm of
Justin and Elias Symon thirty days after date / meaning thirty days after
the date of said note to pay them or order One hundred Dollars at the
Hartford Bank to wit at Northampton aforesaid for Value received
And the plaintiffs aver that they have been ready ever since the date
of said note to receive of the said Seth the Contents of said note at
Hartford Bank to wit at Northampton aforesaid according to the tenor of
the same note. Yet the said Seth the often requested both not paid the
Contents of said note or any part thereof to the plaintiffs or either of them
but neglects and refuses to do it to the damage of the said Justin &
Elias the sum of One hundred and thirty Dollars—

The plaintiffs by Samuel Stinchley Esq. their Attorney appear
and the defendant the three times publicly called to come into Court
makes default of his appearance here wherefore it is considered by the
Court that the said Justin and Elias do recover against the said Seth
the sum of One hundred and three dollars damages and costs of
of suit taxed at \$ 7. 33 and thereof &c.—

Essex 1st May 30. 1797—

Ruggles Woodbridge of Southadley in the County of Hamp-
shire Gentlemen plaintiff vs. Peter Birchard of Granby in the same
County Blacksmith in a plea of assumpsit on the case for that the said
Peter at Southadley aforesaid on the nineteenth day of November
last past by his Note of hand of that date for Value received promised
the said Ruggles to pay him eighty two dollars and seven pence on
demand and interest until paid Yet the said Peter the threats
requested both not paid same to the plaintiff or any part thereof
but unjustly neglects and refuses so to do to the damage of the said

Ruggles Woodbridge the sum of One hundred Dollars
The plaintiff by Samuel Hinckley Esq his attorney appears and the defendant
the three times called to come into Court makes default of his appearance here
Wherefore it is considered by the Court that the said Ruggles do recover against
the said Baker the sum of Eighty four Dollars and fifty four cents damages
and Costs of Suit taxed at \$5-98.

Examined May 30. 1797. —

Gad Smith of Whately in the County of Hampshire trader plaintiff or
Abel Hildreth of Deerfield in said County Cooper defendant in a plea of trespass
on the case for that the said Abel at said Whately on the twenty third
day of January last past by his Note of hand of that date for Value received
promised the said Gad Smith to pay him or his order six pounds eight
shillings two pence half penny equal to twenty three dollars three cents &
two thirds of a Cent on demand with Interest, Yet the said Abel the thence
often requested has not paid the plaintiff the same sum or any part of
the same but neglects to do it to the damage of the said Gad the sum of
Thirty Dollars. —

The plaintiff by Samuel
Hinckley Esq his Attorney appears and the defendant the three times
publicly called to come into Court makes default of his appearance here
Wherefore it is considered by the Court that the said Gad do recover aga-
inst the said Abel the sum of twenty three dollars and twenty seven
cents damage and Costs of Suit taxed at \$6-30 and three of 8c.

Examined May 30th 1797.

Smith
Hildreth
May 24th / 1797

Lewis Smith of Westhampton in the County of Hampshire German
Plaintiff v. Giles Clarke of Westhampton aforesaid German defendant
in a plea of trespass on the case for that the said Giles at Westhampton aforesaid
said on the seventeenth day of September last past by his Note of hand
of that date for Value received promised the said Lewis to pay him the
sum of twenty one dollars within six months from the date with the
Interest till paid meaning the lawful interest from the date of said Note
till paid Yet the said Giles the requested some said time of payment
hath not paid the same to the plaintiff or any part of the same but
neglects and refuses to do it to the damage of the said Lewis the sum
of Forty Dollars. —

The plaintiff by Samuel Hinckley
Esq. his Attorney appears and the defendant the three times pub-
licly called to come into Court makes default of his appearance here
Wherefore it is considered by the Court that the said Lewis do recover agt
the said Giles the sum of twenty one dollars and eighty four cents dam-
ages and Costs of Suit taxed at \$6-01. and three of 8c.

payment acknowledged of twenty dollars in part.

Smith
Clarke
May 24th / 1797

Selah Graves of Sunderland in the County of Hampshire German
Plaintiff v. Martin Graves of Deerfield in said County German Defendant
in a plea of the Case for that the said Martin at Sunderland in said County
on the third day of June in the year of our Lord one thousand seven hun-
dred and ninety three by his Note of hand of that date for Value received
promised the said Selah to pay him or his order the sum of four pounds
and three shillings equal to thirteen dollars and eighty four cents on de-
mand with ease meaning with lawful interest of said sum till paid
Yet the said Martin the thence often requested has not paid the plain-
tiff said sum or even fullfilled his promise aforesaid but neglects it —
to the damage of the said Selah the sum of Twenty dollars. —

Graves
Graves
May 24th / 1797

And the plaintiff by Samuel Hinchley Esq. his attorney appear—
And the Defendant the three times called to come into Court makes default of
his appearance here—Wherefore it is considered by the Court that the said
Selah do recover against the said Martin the sum of sixteen dollars and
six cents damages and Costs of suit taxed at \$6.30 and thereof \$5

£a respnd May 30. 1797—

R. Bruck & Son
or
Gad Wait—
May 25/3/ 1797

Robert Bruck and John Bruck both of Northampton in the County of
Hampshire Joint Merchants plaintiffs vs Gad Wait of Ashfield in the County
trader in a plea of trespass on the case for that the said Gad at Northampton
aforesaid on the eleventh day of November last past by his Note of hand
of that date for Value received promised the said Robert and John under
the firm of Robert Bruck & Son to pay them or order twenty four dollars
and fifty three cents lawful money in ninety days from the date with
Interest till paid—Yet the said Gad the threats suggested hath not
paid said sum or any part of the same but neglects it—to the damage
of the said Robert and John the sum of Thirty Dollars—

The plaintiffs by Samuel Hinchley Esq. their attorney appear and the
defendant the three times publicly called to come into Court makes de-
fault of his appearance here—Wherefore it is considered by the Court that
the said Robert and John do recover against the said Gad Wait the
sum of twenty five dollars and forty three cents damages and Costs of
Court taxed at \$5.65 and thereof \$5—

£a respnd May 29th 1797.

R. Bruck & Son
or
Aaron Rice
May 25/3/ 1797.

Robert Bruck and John Bruck both of Northampton in the County
of Hampshire Joint Traders plaintiffs vs Aaron Rice of the same
Northampton Farmer defendant in a plea of trespass on the case
for that the said Aaron at Northampton aforesaid on the twenty first
day of September last past by his note under his hand of that date for
Value received promised one John Lee to pay to him or his order sixty
days from the date meaning the date of said Note seventy dollars
with Interest and afterwards to wit on the same twenty first day of
September aforesaid at Northampton aforesaid no part of the note
aforesaid being paid the said Lee by his indorsement on the back of said
note ordered the said Aaron to pay the contents of said note to the
plaintiffs for Value received of which the said Aaron then & there had
Notice by reason whereof he became chargeable to pay the said sum to
the plaintiffs and being so chargeable in consideration thereof promised
the plaintiffs to pay them said sum according to the tenor of said note
on demand Yet the said Aaron hath never paid the same to the Plffs
or any part thereof the threats suggested, or either of them but neglects
so to do to the damage of the plaintiffs Eighty Dollars—

The plaintiffs by Samuel Hinchley Esq. their Attorney appear
and the defendant the three times publicly called to come into Court
makes default of his appearance here—Wherefore it is considered
by the Court that the said Robert and John do recover against
the said Aaron the sum of twenty three dollars and three cents
and Costs of suit taxed at \$2.97 and thereof \$5—

Satisfaction of Judgment not entered to have been
not by Robert Bruck & Son—

Heretofore Russell of Northampton in the County of Hampshire Gentlemen
 Plaintiff v. David Mitchell of Southadley in the same County Gentlemen alias
 Yeoman Defendant in a plea of the Case for that the said David at Northampton
 at Northampton aforesaid on the sixth day of November in the year of our Lord one
 thousand seven hundred and ninety three by his Note of hand of that date for value
 received promised the plaintiff to pay him or order the sum of three pounds three
 pence three shillings and demands which the plaintiff says is equal to twelve dollars and eight
 pence (cents) and demands with Interest till paid but the said David the often requested
 has not paid the sum to the plaintiff or any part thereof but ought it - to the
 damage of the said Heretofore the sum of twenty Dollars —
 The plaintiff by Samuel Hinchley Esq. his Attorney appears and this defendant
 the three times called to come into Court makes default of his appearance here
 wherefore it is considered by the Court that the said Heretofore do recover against
 the said David the sum of fourteen dollars and seventy cents damages and
 Costs of Suit taxed at \$5-25. and thereof &c. —

Russell
 v.
 Mitchell

May 26th 1797.

Examined May 30. 1797. —

Samuel Hinchley of Northampton in the County of Hampshire Esquire
 Plaintiff v. Moses Warner of Norwich in the same County Yeoman alias
 Gentleman in a plea of ejectment wherein the said Samuel demands against
 the said Moses a certain farm or tract of Land in said Norwich bounded
 and circumscribed as follows to wit. Beginning at a Button wood tree on the
 middle branch of Westfield river so called thence up said river right rods
 thence West ten degrees South one hundred and seventy three rods to a beech
 wood tree thence South ten degrees east one hundred and ten rods to a Wal-
 nut tree thence East ten degrees north one hundred and twenty six rods to a
 Stake and stone thence North fifteen degrees east to a birch tree thence east
 to a Stake and stone to the west corner of the burying ground thence North
 one said burying place ten rods thence East right rods to the high way thence
 to the first mentioned tree containing one hundred and ten Acres with
 all the buildings and appurtenances excepting always the land taken by
 Execution in favour of one Timothy Lyman of Goshen in said County be-
 ing part of said described premises with the appurtenances and whereon
 the said Samuel says that at said Northampton on the fifteenth day of July in the
 year of our Lord one thousand seven hundred and ninety four one Gad Yeoman
 of said Norwich Yeoman being seized in fee of the premises by his deed under
 his hand and Seal of that date in Court to be produced duly registered and
 recorded for the consideration therein mentioned. by the said Gad granted
 conveyed and conveyed to the said Samuel the aforesaid demanded premises
 to hold the same to him his heirs and assigns for ever by virtue of which
 deed he became instantly seized of the same land on condition however of
 the same deed to be void if the said Gad should pay to the said Samuel
 the contents of a certain Note of hand of some date with said deed given
 by said Gad to said Samuel to secure him the payment of fifty one pounds ten
 shillings lawful silver money equal as the plaintiff says to one hundred and
 seventy one dollars and sixty six cents and two thirds of a cent in
 one year from the date thereof with lawful Interest thereof in like manner
 and the said Samuel saith the said Gad hath never paid the sum
 aforesaid and the interest thereof secured by said Note as aforesaid to
 the said Samuel or any part thereof and the said deed is in full force and
 that the said Samuel ought to have possession of the demanded premises
 but that the said Moses hath unjustly and without Judgment entered

Hinchley Esq

v.

Warner

May 27th 1797

thereinto and dispersed the said Samuel and unjustly deforced him and holds him out therefrom to the damage of the said Samuel the sum of two hundred and fifty Dollars.

The said Samuel appears and the Defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Samuel recover against the said Moses sixens and possession of the demanded premises with costs taxed at \$5-90 and thereof &c. -

Writ of Possession granted May 30. 1797. -

Brangs
or
Belding
May 27/3/1797

Ruben Brangs of Williamsburg in the County of Hampshire Tendor
Plaintiff v. Noah Belding Junr. of Conway in the same County Yeoman
defendant in a plea of Cessage on the Case for that the said Noah at said
Williamsburg on the day of the purchase of this Writ was justly indebted
to the said Ruben in the sum of thirty three dollars and eighty seven
Cents for divers goods Wares and Merchandizes of the said Ruben to the
said Noah at his special instance and request then before time sold &
delivered and being so indebted by the said Noah in consideration thereof
assumed on himself and to the said Ruben then and there faithfully pro-
mised to pay him the same sum on demand - Yet the said Noah the often
requested hath in no wise performed his said promise to the plaintiff
but neglects so to do to the damage of the said Ruben Forty Dollars -
The plaintiff by Samuel Hinckley Esq his Attorney appears and the
defendant the three times publicly called to come into Court makes de-
fault of his appearance here - Wherefore it is considered by the Court
that the said Ruben do recover against the said Noah the sum of
thirty three dollars and eighty seven Cents damages and Costs of Suit
taxed at \$6-33 and thereof &c.

Executed May 30. 1797. -

Graves
or
Hitchcock
May 27/4/1797

William Graves of Woodstock in the County of Windham and State
of Connecticut, Clerk Plaintiff v. Samuel Hitchcock of Haverly in the
County of Hampshire Gentleman defendant in a plea of the Case for
that the said Samuel at said Haverly on the fifteenth day of May in
the year of our Lord one thousand seven hundred and ninety four by
his note of hand of that date for Value received promised the said Wil-
liam to pay him or order ten pounds and four pence lawful money meaning
the Value of that sum which the plaintiff says is equal to thirty three
Dollars and thirty nine Cents in farming produce on demand with Interest
till paid to be delivered at Capt. Graves in Hatfield in said County of
Hampshire - and the plaintiff avers that afterwards to wit on the tenth
day of November last past he demanded of the said Samuel the payment
of said Note according to the tenor of said Note to wit at Hatfield afore-
said - Yet said Samuel the often requested hath never paid the plaintiff the con-
tents of said Note but neglects so to do to the damage of the said William
the sum of Fifty Dollars -

The plaintiff by Samuel Hinckley Esq his Attorney appears and the Def-
the three times publicly called to come into Court makes default of his ap-
pearance here Wherefore it is considered by the Court that the said William
do recover against the said Samuel the sum of forty dollars and
thirteen Cents damages and Costs of Suit taxed at \$8-71 and thereof
&c.

Executed May 30 1797. -

Mary Overin of Newport in the County of Newport and State of Rhode Island and Providence plantations Widow administratrix on the estate of Henry Overin late of said Newport Esq^r deceased in a plea of ejectment plaintiff v Thomas Morton of Weymouth in the County of Hampshire Esq^r defendant in a plea of ejectment wherein the said Mary Overin demands of the said Thomas Morton possession of a certain tract or parcel of Land with the buildings thereon situated in Weymouth aforesaid described as follows viz beginning at a heap of stones in the South line of Greenwich from thence running South fifty rods to a pine tree marked at the South east corner of D. Newmans Farm thence East one hundred and Sixty rods to a Stake and thence thence North one hundred and Sixty rods to the South line of Greenwich thence in said Line as it runs westerly to the first mentioned bounds containing One hundred and three acres one rood and seventeen rods whereupon the said Mary Overin complains and says that in a time of Peace and within thirty years last past the said Henry Overin demand was seized of the demanded premises in his own demesne as of fee taking the profits thereof to the amount of twenty Dollars ^{by the} ~~per~~ year and ought now to be in the actual possession of the same yet the said Morton both within that time violently and without Law entered therein dispossessed the plaintiff and unjustly withholds the possession thereof from the said Mary to the Damage of the said Mary in her said Capacity the sum of Fifty Dollars

Overin Adm^r
or
Morton
May [27/5] 1797.

The plaintiff by J. Hitchcock her Attorney appears and the defendant who three times peremptorily called to come into Court makes default of his appearance here wherefore it is considered by the Court that he recover possession of the demanded premises and his costs taxed at \$1-39- and thereof \$8 —
Writ of possession granted Aug⁹ 1797—

David Thomas of Salem in the County of Washington in the State of New York Esquire plaintiff and Samuel H. Buckman of Shutesbury in the County of Hampshire Yeoman alias Laborer, defendant in a plea of the case in a plea of the case for that the said Samuel H. Buckman at Belchertown in said County on the tenth day of October seventeen hundred and ninety four by his certain promissory note of that date by him subscribed for Value received promised one Wadsworth Bull to pay him or his order the sum of Six pounds lawful money of the State of New York equal in Value to fifteen dollars by the first day of December then next with Interest till paid and the said Wadsworth Bull afterwards to sit on the same day by his indorsement on the back of said note by him subscribed for Value received ordered the contents of said note to be paid to the said David Thomas of all which the said Buckman there afterwards had due notice and thereupon became chargeable to the said Thomas to pay him the contents of the same note according to the tenor thereof & then and there promised to do it accordingly also for that the said Samuel at Belchertown on the tenth day of October seventeen hundred and ninety four by his other certain promissory note of that date by him subscribed for Value received promised one Wadsworth Bull to pay him or his order six pounds lawful money equal to twenty Dollars by the first day of May then next and afterwards on the day of the date of said note the said Wadsworth Bull by his indorsement on the back of the same for Value received ordered the contents of said note to be paid to said David Thomas of which said Samuel notice and thereby became liable to pay the same to the said Thomas agreeable to the tenor thereof and promised to do it accordingly yet the said Samuel has never paid either of said sums to the plaintiff on any part thereof but ought to

Thomas
vs
Buckman
May [27/6] 1797

to the damage of the said David Thomas the sum of Sixty Dollars —
The plaintiff by Pel Hitchcock his Attorney appears and the defendant
the three times publicly called to come into Court makes default of his
appearance here — Wherefore it is called considered by the Court that the
said David Thomas do recover against the said Samuel St. Buckman
the sum of forty seven dollars and two Cents and Costs of Suit taxed at
\$11-39 and thereof &c.

Ex^{ce} issued Sept 21. 1797.

W^m Dall
vs
W^m Snell
May 28th 1797

William Dall of Boston in the County of Suffolk Merchant
Plaintiff William Snell of Ware in the County of Hampshire
Yeoman defendant in a plea of the Case for that the said William
Snell at a place called Western to wit at said Northampton on the
first day of November in the year of our Lord one thousand seven hun-
dred and ninety three by his promissory note of that date by him
subscribed for Value received promised the said plaintiff to pay him
or order (meaning his order) the sum of twenty three pounds nine shillings
being an equivalent to twenty eight dollars and fifteen Cents. in
two years from the date meaning two years from the date of said Note
with Interest till paid — Now the plaintiff avers that the said term of
two years has elapsed yet the said William Snell the thereto often
requested hath never paid the same or any part thereof but neglects it
to the damage of the said William Dall One hundred and thirty
Dollars —

The plaintiff by ~~Isaac~~ Ephram Esq his
Attorney appears and the defendant the three times publicly called
to come into Court makes default of his appearance here — Wherefore
it is considered by the Court that the said William Dall do recover against
the said William Snell the sum of Ninety four dollars and seventy
four Cents damages and Costs of Suit taxed at \$11-23 and thereof &c.

Ex^{ce} issued May 24. 1797 —

Ephram & Co.
vs
Bassett & Co.
May 28th 1797

Isaac Ephram and Oliver Crosby both of Brookfield in the County
of Worcester Cooperators in Trade under the name and firm of Ephram
and Crosby. plaintiffs vs David Bassett of Springfield in the County of
Hampshire Gunsmith and Jedediah Thayer of Ware in the same County
Husbandman. Defendants in a plea of the case for that whereas the said
David and Jedediah at Brookfield to wit at said Northampton on the
sixth day of October in the year of our Lord seventeen hundred and ninety
six by their promissory Note of that date by them subscribed for Value
received promised the plaintiff to pay them or order the sum of seven-
teen dollars on demand with interest — Yet the said David and Jedediah
the often thereto requested have not nor hath either of them ever paid
the said sum nor interest but neglect it — to the damage of the said
Ephram and Crosby the sum of Fifty dollars —

The plaintiffs appear and the defendants the three times called to come
into Court makes default of their appearance here — Wherefore it is con-
sidered by the Court that the said Ephram and Crosby do recover
against the said David and Jedediah the sum of seventeen dollars
and fifty eight Cents damages and Costs of Suit taxed at \$9-56
and thereof &c.

Ex^{ce} issued 24. 1797 —

Phineas Upham Gentlemen John Cutler Esquire, Seth Banister Esq. and Oliver Goodby, Gentlemen all of Brookfield in the County of Worcester, lately Legationers in trade v. Andrew Harwood of Ware in the County of Hampshire Yeoman alias Sadler Defendant, in a plea of the Case for that whereas the said Andrew at said Brookfield to wit at said Northampton on the eighth day of October in the year of our Lord seventeen hundred and ninety four by his promissory Note of that date by him subscribed for value received promised the plaintiffs to pay them or order (meaning their order) the sum of three pounds nine shillings and ten pence, being an equivalent to eleven dollars and sixty four cents to be paid in six months from the date with Interest after six months (meaning to be paid in six months from the then date of said Note with Interest after the expiration of said six months from the then date of said Note) now the plaintiffs aver that the said term of six months has long since elapsed - yet the said Andrew the often thereto requested hath never paid the same but neglects it - also for that whereas the said Andrew at said Brookfield to wit at said Northampton on the eighth day of June in the year of our Lord seventeen hundred and ninety five by his other promissory Note of the last above mentioned date by him subscribed for value received promised the plaintiffs to pay them or order (meaning on their order) the sum of one pound four shillings being an equivalent to four dollars on demand with Interest till paid - yet the said Andrew the thereto often requested hath never paid the contents of either of said Notes nor any part thereof but neglects it - to the damage of the said Upham Cutler Banister & Goodby the sum of Forty Dollars -

Upham & al.
v.
Harwood -
May 1/209/1797 -

The plaintiffs by Jabez Upham Esq. their Attorney appear and the Defendant the three times called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Upham Cutler, Banister and Goodby do recover against the said Harwood the sum of Seventeen dollars and sixty three cents damages and costs of Suit taxed at \$ 10 10 and thereof &c.

Ex officio May 24. 1797.

Joseph Root of Westfield in the County of Hampshire Yeoman Plaintiff v. Nath. Phelps of the same Westfield Yeoman defendant in a plea of trespass on the case for that one Phineas Rugg of Westfield aforesaid on the twentieth day of November in the year of our Lord one thousand seven hundred and ninety four drew his order in writing under his hand of that date directed to the said Nath. and therein requested him for value received to pay the Plaintiff the sum of Twelve pounds Lawful money equal in value to forty dollars worth of good coin. and the order should answer (meaning should answer on a note given by the said Nath. to the said Phineas. and the said Joseph there afterwards on the twenty fifth day of November in the year last aforesaid presented the said order to the said Nath. for his acceptance and payment and the said Nath. then and there duly accepted the same and thereby became liable to pay the contents of the aforesaid order to the said Joseph according to the tenor thereof and in consideration thereof afterwards to wit on the same day and Year last aforesaid at said Westfield the said Nath. then and there undertook and faithfully promised the said Joseph that he would well and truly pay him the contents of the same order according to the tenor thereof when he should be thereto after wards requested - and the said Joseph avers that he hath always stood ready to receive the contents of said order and now especially on the same day and Year last aforesaid at said Westfield - yet the said Nath. the often thereto requested and more especially on the same day and Year last aforesaid and oftentimes before and since then at Westfield aforesaid hath never performed his said promise but unjustly neglects it to the damage of the said Joseph the sum of Sixty Dollars -

Root
v.
Phelps -
May. 290. 1797

This case was commenced in the term of this Court on the second Tuesday of Jan'y. 1796 and continued continued to the second Tuesday in September 1796 -

At which term the plaintiff appeared by John Ingersoll Gentleman
his Attorney and the defendant by Caleb Strong Esq. his Attorney comes and
defends the force and injury when &c. and says that he never promised in
Manner and form as the plaintiff hath alleged and thereof puts him off on
the County ——— And the plaintiff offering Liberty to waive this
demurrer and join the issue tendered by appeal says that the plea of record is
an insufficient answer to the plaintiff's declaration and thereof prays judg-
ment ——— And the said Noah agreeing to the reservation says the plea
is sufficient and thereof prays Indigent. Whereupon all and singular the
premises been seen and fully understood by the Court it appears to the Court
that the plea aforesaid of the said Noah is a full and sufficient answer
to the declaration of the said Joseph and that the said Joseph by his plea
aforesaid ought to receive nothing — Therefore it is considered by the
Court that the said Joseph by his plea aforesaid do receive nothing
and that for his grandest claim he be in mercy &c. and it is further
considered that the said Noah do recover against the said Joseph his
Costs taxed at —

Whereupon the said Joseph by his Att^y. aforesaid
appeals from the Indigent of this Court to the supreme Judicial Court
to be holden at Northampton in and for the County of Hampshire on
the fourth Tuesday of the same September and he recognized with
sureties to prosecute said appeal with effect &c. —

After which the said parties entered into a rule of reference duly
acknowledged by them according to the Statute in such cases made &
provided — And the said referees to wit Warham Parker and
Jonathan Budd Jun^r Esq^r and Mr. Lador Martindale now send into
Court their award: that the said Joseph do recover of the said
Noah Phelps the Sum of Fifty four dollars and thirteen Cents
damages and Costs of reference taxed at five Dollars and forty
Cents and Costs of Court to be taxed by the Court — — —
Which award is by the Court accepted and it is thereupon consid-
ered by the Court that the said Joseph do recover against the said Noah
the sum of \$ 54.13 damages and Costs of Suit taxed at \$ 10.64
and thereof &c.

Ex^o issued May 24. 1797

Dwight
or
Walden
May 30th 1797

Jonathan Dwight of Springfield in the County of Hampshire
Esquire plaintiff v. Jonathan Walden of Wilbraham in County
Husbandman Defendant in a plea of the Case for that the said Wal-
den at said Springfield on the first day of May in the year of our
Lord one thousand seven by his promissory Note under his hand of
that date for value received promised the said Dwight to pay him
or his order thirty four pounds and eight pence which the plaintiff
avows is equal to one hundred and thirteen dollars and forty four Cents
Lawful money on demand with lawful interest for the same till paid.
Yet the often requested the said Walden hath never paid the said Dwight
the same or any part thereof but unjustly neglects it — To the damage
of the said Jonathan Dwight the sum of One hundred & seventy doll-
ars — The plaintiff by J. Dwight Jun^r his Attorney appears and sheweth
the three times publicly called to come into Court makes default of
his appearance here — Wherefore it is considered by the Court that
the said Dwight recover against the said Walden \$ 129.53 damages &
Costs taxed at \$ 7.7 & thereof &c.

Ex^o issued May 27. 1797

Frederick Ribbee of Somers in the state of Connecticut Yeoman plaintiff vs Joel Green Jun^r of Bulcharstown in the County of Hampshire Wheelwright Def^t in a plea of the case for that the said Joel at Summer to wit at said Northampton on the tenth day of November in the Year of our Lord one thousand seven hundred and ninety five by his promissory Note under his hand of that date for Value received promised the said Frederick to pay him the sum of Nine pounds ten shillings which is equal as the plaintiff avers to thirty one dollars and sixty seven cents lawful money by the first day of June then next ensuing the date of said Note with lawful interest for the same till paid Yet the others thereto requested the said Joel hath never paid the same or any part thereof but unjustly neglects and refuses so to do to the damage of the said Frederick the sum of Forty Dollars —

The Plaintiff appears by J^r Dwight Jun^r his Attorney, and the defendant the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Frederick do recover against the said Joel the sum of Thirty four dollars and fifty seven cents damages and Costs of Suit taxed at \$ 8-23 and Three of 8c. —

Ex^oispoud May 27. 1797.

Ribbee

or
Green

May 1309/ 1797.

George Hawkins of Springfield in the County of Hampshire Yeoman Plaintiff vs Stephen Carpenter of the same Springfield defendant in a plea of the case for that the said Stephen at Springfield aforesaid on the second day of November last past by his promissory Note under his hand of that date for Value received promised the said George to pay him the sum of Sixty dollars lawful money or Grain in one month from the date thereof — Yet the others thereto requested the said Stephen hath never paid the same or any part thereof but unjustly neglects it to the damage of the said George Forty Dollars — The plaintiff appears by J^r Dwight Jun^r his Attorney and the defendant the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said George do recover against the said Stephen the sum of twenty five dollars and seventy nine cents damages and Costs of Suit taxed at \$ 7-23 and Three of 8c. —

Ex^oispoud May 27. 1797.

Hawkins

or
Carpenter

May 1310/ 1797.

David King Yeoman and Ebenezer King Jun^r Yeoman both of Suffield in the County of Hartford and State of Connecticut Plffs vs Eli Ball of West Springfield in the County of Hampshire Yeoman Defendant in a plea of the case for that the said Eli at Suffield to wit at Northampton aforesaid on the fifth day of March in the Year of our Lord one thousand seven hundred and ninety five by his promissory Note under his hand of that date for Value received promised the plaintiffs by the Name of Name of David and Ebenezer King to pay them the sum of twelve pounds (equal to forty dollars) lawful money in two months from the date with lawful interest for the same till paid Yet the others requested the said Eli hath never paid

King & al.

or
Ball.

May 1311/ 1797

paid the Plaintiff the same or any part thereof but unjustly neglects it to the damage of the said David and Ebenezer the sum of Sixty Dollars. The plaintiff appears by Jonathan Dwight Junr. Gent^l his Attorney and the Defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said David and Ebenezer do recover against the said Eli the sum of Forty five dollars and twenty nine Cents damages and Costs of suit taxed at \$7-01. and thereof &c.

Exhibited May 27. 1797.

Shearman Stephenson of Chester in the County of Hampshire Gentleman Plaintiff v. Abraham Day of the same Chester Yeoman Defendant in a plea of the Case for that the said Abraham at Chester aforesaid on the third day of February in the year of our Lord seventeen hundred and Ninety six by his promissory Note under his hand of that date for Value received promised the said Shearman to pay him Forty three dollars and sixty one Cents by the first day of December then next with the lawful Interest for the same sum till paid - Yet the said Abraham the three times often requested hath never paid the plaintiff the same or any part thereof but unjustly neglects and refuses so to do - to the damage of the said Shearman the sum of Sixty Dollars. The plaintiff appears by J^d Dwight Junr. Gent^l his Attorney and the defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Shearman do recover against the said Abraham the sum of Forty one dollars and eighty eight Cents damages and Costs of suit taxed at \$7-23 and thereof &c.

Exhibited May 27. 1797.

Levi Shephard of Northampton in the County of Hampshire Gentleman Plaintiff v. Luther Wisbee of Summington in the same County Gentleman Defendant in a plea of the Case for that whereas the said Luther at Northampton aforesaid on the twenty first day of July in the Year of our Lord one thousand seven hundred and ninety six by his Note in writing of that date by him subscribed then and there for Value received promised the said Levi to pay him or order Seventy seven dollars and eight Cents on demand with Interest - Yet the said Luther the often requested hath never paid the same or any part thereof but neglects and refuses to do it - to the damage of the said Levi the sum of One hundred and fifty dollars. The Plaintiff appears by Rushman Gent^l his Attorney and the Defendant the three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Levi do recover against the said Luther the sum of Eighty dollars - and Ninety three Cents damages and Costs of suit taxed at seven Dollars and twenty nine Cents - and thereof &c. - Whereupon the said Luther by - Woodbridge Gent^l his Attorney appears to the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September next, and he recognises with sureties to prosecute the same with effect.

Shearman
or
Dwy
May 313/1797

Shephard
or
Wisbee
May 314/1797

Jacob Farr of Cummington in the County of Hampshire Yeoman Administrator on the Estate of William Cole late of Cummington aforesaid Yeoman deceased in a plea of the Case for that whereas the said Nathaniel at Cummington aforesaid on the twenty first day of January in the year of our Lord one thousand seven hundred and ninety six by his promissory Note in writing of that date by him subscribed then and then for Value received promised the said William the intestate who was then alive to pay him or order the sum of thirty three dollars and thirty three cents to be paid by the first day of October then next with interest which time is now past. Yet the said Nathaniel although often requested never paid the said sum to the said William the intestate in his Lifetime nor hath the said Nathaniel at the likewise often refused ever yet paid the same to the said Jacob in his capacity aforesaid since the decease of the said William the intestate but neglects and refuses so to do To the damage of the said Jacob in his said Capacity Sixty Dollars — The Plaintiff by Hershman Gent^l his Attorney appears and the Defendant the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jacob Farr in his said Capacity of Administrator do recover against the said Nathaniel Tower the sum of twenty two dollars and eighty five cents damages and Costs of suit taxed at \$ 7- 21 and thereof &c. — Ex^{ce} issued May 28 1797 —

Farr adm?
Tower
May (310) 1797.

Heman Smith Gentleman. Daniel Kingsbury Gent^l Nathan Spellman Yeoman Joel Willcox Yeoman John Deming Husbandmen. Ebenezer Jones Gent^l Thomas Kingsbury Jun^r. Thomas Tilden. Henry & Pease Levi Lopez. Leake Post Nathan Marvin Prosper Deming and Simon Underwood Husbandmen all of Sandisfield in the County of Berkshire. Asa Smith Husbandmen and Elisha Boutler Husbandmen Ebenezer James Jun^r. Husbandmen and Adonijah James late of Sandisfield — Plaintiffs vs Samuel Flowers of West Springfield in y^e County of Hampshire Gent^l — Def^t. The Attorneys by John Smith Gent^l their Attorney appear and discontinue their action aforesaid — and the defendant by George Bliss his Att^y appears and prays Judgment that his Costs may be allowed him — and it is considered by the Court that the said Samuel do recover against the Plaintiffs his Costs taxed at four Dollars and fourteen cents and thereof &c. — Ex^{ce} issued May 24. 1797. —

Smith & all^r
Flowers
May (326) 1797

Oliver Phelps of Suffield in the County of Hartford and State of Connecticut Esquire plaintiff vs Timothy Miller of Granville in the County of Hampshire Yeoman Defendant in a plea of the case for that the said Timothy at said Granville on the twenty fourth day of September in the year of our Lord seventeen hundred and eighty eight by his Note under his hand of that date for Value received promised said Oliver to pay him or order the sum of sixteen pounds ten shillings and ten pence lawful money which is equal to fifty four dollars and forty eight cents on demand with the lawful interest for the same from the date till paid — Yet said Timothy the often requested hath not performed his said promise but neglects it to the damage of the said Oliver Sixty Dollars — The plaintiff by John Phelps Gent^l his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Oliver do recover against the said Timothy the sum of thirty four dollars and forty two cents damages & Costs of suit taxed at \$ 8- 01- 25 & thereof &c. — Ex^{ce} issued May 29. 1797.

Phelps
Miller
May (327) 1797.

Andrews
vs
Boirs -
May 329/1797

Samuel Andrews of Stockbridge in the County of Berkshire Yeoman
Plaintiff v James Boirs Trader and David Robinson Gentlemen both
of Granville in the County of Hampshire Joint dealers in trade Defendants in a plea of the case for that whereas at Hartland in the
County of Hampshire on the nineteenth day of September in the year of our
Lord one thousand seven hundred and ninety six by their Note in
writing under their hands of that date for Value received promised
the said Samuel to pay him the sum of Seventy dollars by the first
day of January then next and now past with interest until paid -
Yet said Boirs and Robinson nor either of them tho often thereto
requested have ever performed their said promise but neglect it
to the damage of the said Samuel One hundred Dollars -
The said Samuel appears - And the said Boirs and Robinson
come and defend the force and injury wherof and referring Lib-
erty to waive this demand on an appeal and plead the general
Issue and consenting on their part that one trial shall be final say
that the said declaration and the matters therein contained are
not sufficient in law for the said Samuel to have and maintain
this said Action against them nor are they bound by the law of
the land to answer all which they are ready to verify wherefore
for want of a sufficient declaration pray Judgment for their
Costs. (Boirs and Robinson) - - - - - and the plaintiff consent-
ing to said reservations says the declaration and the matters
therein contained are sufficient and of this prays the Judgment
of the Court. (Sam Andrews) and the Def^s likewise -
Whereupon all and singular the premises being seen and fully
understood by the Court it appears to the Court that the plain-
tiff's declaration and the matters therein contained are sufficient
in Law - Wherefore it is considered by the Court that the said Samuel
do recover against the said Boirs and Robinson the sum of
Seventy two dollars and eighty cents damages and costs of
Suit taxed at \$ 10. 31 and thereof &c. -
Whereupon the said Boirs and Robinson appeal from the
Judgment of this Court to the Court of Supreme Judicial
Court to be holden at Northampton within and for the County
of Hampshire on the fourth tuesday of September next and
recognize with sureties to prosecute the same appeal to effect.

Andrews
vs
Boirs & Robinson
May 330/1797

Asa Andrews of Hartland in the County of Hartford
and State of Connecticut Yeoman plaintiff v James Boirs
Yeoman and David Robinson Gentlemen both of Granville in
the County of Hampshire Joint dealers in trade Defendants in a
plea of the case for that the said James and David of Granville
aforesaid on the twentieth day of September in the year of our
Lord one thousand seven hundred and ninety six by their Note in
writing under their hands of that date for Value received promised
by the name of Boirs and Robinson promised the said Asa
Andrews to pay him the sum of two hundred & twenty seven
dollars and fifty cents by the first day of January then next

with Interest. Yet the said Boies and Robinson nor either of them tho' often thereto requested have not performed their said promise but neglect it. To the Damage of the said Asa Andrews four hundred dollars —
 The plaintiff appears — And the within named Boies and Robinson come and defend the force and injury when &c and reserving liberty to waive this demurrer on an appeal and plead the general issue — and consenting that one trial on their part shall be had only say that the declaration and the matters therein contained are not sufficient in Law for the said Asa to have and maintain their said action against them to which they have no need nor are bound by the Law of the Land to answer all which they are ready to verify, wherefore forward of a sufficient declaration pray Judgment and for their Costs. Boies & Robinson
 And the Plaintiff consenting to the said reservations says the declaration and the matters therein contained are sufficient, and of this he prays the Judgment of the Court. Asa Andrews
 And the defendants likewise — Boies & Robinson

Whereupon all and singular the premises being seen and fully understood by the Court it appears the Court that the declaration of the Plaintiff and the matters therein contained are in law sufficient. Wherefore it is considered by the Court that the said Asa Andrews do recover against the said Boies and Robinson the sum of two hundred and thirty five dollars and sixty eight Cents and Costs of Suit taxed at ten Dollars and thirty one Cents — Whereupon the said Boies and Robinson appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton in the County of Hampshire on the fourth Tuesday of September next and recognize with sufficient sureties to prosecute the same appeal with effect. —

Peter Marsh Jun^r of Farmington in the County of Hartford and State of Connecticut. Trader Plaintiff v. Stone Mills of Granville in the County of Hampshire, Comen^d Defendant in a plea of the Case &c as by the declaration in the plaintiffs writ this Action was entered by the plaintiff and now neither of the parties appearing in Court the Action is dismissed. —

Marsh
v
Mills

May 335/1797.

William Cooley Jun^r of Granville in the County of Hampshire Tanner plaintiff v. John Minor of the same Granville Yeoman Def^t in a plea of trespass on the case &c that the said John at said Granville on the seventh day of July in the year of our Lord one thousand seven hundred and ninety five by his Note in writing under his hand of that date for Value received promised one Herman Sweetman to pay him or his order the sum of Nineten dollars and two thirds of a dollar which is equal to nineteen dollars and sixty seven Cents by the first day of April then next with interest. Afterwards that is to say

Cooley
v
Minor

May 339/1797

on the seventh day of July, no part of the Contents of said Note having been paid to said Newben the said Newben by his indorsement on the back of said Note with his own proper hand subscribed indorsed the same over to said William the plaintiff and by said indorsement directed and ordered the Contents of said Note then wholly due and unpaid to be paid to the said William the plaintiff for Value of him received whereof the said John then and there had instant notice and by reason thereof became liable and chargeable to pay the contents of said note then wholly due and unpaid to said William the plaintiff agreeable to the tenor of said Note and the indorsement thereon made. Yet the said John the after requested hath not performed his said promise but neglects it to the damage of the said William the sum of Thirty Dollars.

The plaintiff by John Phelps Gentleman his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said William do recover against the said John the sum of eighteen dollars and thirty seven Cents damages and Costs of Suit taxed at \$ D. 5 and thereof &c.

Examined May 29th 1797

Joseph B. Ellmore of Worcester in the County of Litchfield in the state of Connecticut Plaintiff v. Oliver Fowler of Granville in the County of Hampshire Def^t. in a plea of the case for that the said Oliver at said Granville on the thirtieth day of November last past by his note under his hand of that date for Value received promised the said Joseph B. Ellmore to pay him or his order fourteen dollars and forty eight Cents on demand with Interest. and the pl^{ff} avers that on the first day of January last past he demanded said sum. Yet the said Oliver the thereto often requested hath never paid said sum but neglects so to do to the damage of the said Joseph B. Fifty Dollars.

The plaintiff appears by John Phelps Gentleman his Att^y. and the defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Joseph B. Ellmore do recover against the said Oliver Fowler the sum of fourteen dollars and eighty Cents damages and Costs of Suit taxed at \$ D. 99 and thereof &c.

Examined May 29th 1797

William Chapman of Hartland in the County of Litchfield and state of Connecticut German plaintiff v. John Miner of Granville in the County of Hampshire German defendant in a plea of trespass on the case for that whereas the said John at Granville aforesaid on the twenty ninth day of November in the year of our Lord one thousand seven hundred and ninety six by his note in writing under his hand of that date for Value received promised one Joseph Dickinson to pay him or his order the sum of Seven pounds four shillings and six pence which the plaintiff

Ellmore

or
Fowler.

May (340) 1797.

Chapman

or
Miner

May (341) 1797.

over is equal to twenty four dollars and eight cents, in three months from the date of said note with interest after due untill paid - afterwards to wit on the same day no part of the contents of said note having been paid to Joseph by the said Joseph by his indorsement on the back of said note with his own proper hand subscribed indorsed the same over to said William the plaintiff and by his said indorsement directed and ordered the contents of said note then wholly due and unpaid to be paid to said William the plaintiff for value of him received of all which the said John then and there had instant notice and in consideration thereof the said John undertook and then and there forth fully promised said William to pay him the contents of said note agreeable to the tenor thereof and the indorsement thereon - Yet said John the often requested hath never performed his said promise but neglects so to do - to the damage of the said William the sum of Fifty Dollars - The plaintiff by John Phelps Gent^l his att^y. appears and the defendant the three times called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said William recover against the said John the sum of twenty four dollars & twenty eight Cents damages and costs of suit taxed at \$ Dags and thereof &c -

Ex^o respoud May 29th 1797.

Isaac Bull of the City and County of Hartford and State of Connecticut Gentleman plaintiff v^s Nathaniel Rogers, Samuel Rogers and Asa Rogers all of Granville in the County of Hampshire and late joint dealers in trade under the firm of Nathaniel and Samuel Rogers and Company defendants. in a plea of trespass on the case for that the said Nathaniel Samuel and Asa by the name and firm of Nathaniel and Samuel Rogers and Company at said Granville on the twelfth day of November in the year of our Lord seventeen hundred and ninety five by their Note in writing under their hands of that date for value received promised the said Isaac to pay him or order the sum of seven pounds two shillings & eleven pence which the plaintiff avers is equal to twenty three dollars and eighty Cents in thirty days next after the date of said note with interest after due - Yet said Nathaniel Samuel and Asa nor either of them the often thereto requested have not performed their said promise but neglects so to do - to the damage of the said Isaac the sum of Fifty dollars.

Bull
v^s
Rogers & al^l
May 31st 1797

The plaintiff appears by John Phelps Gent^l his attorney - and the Defendant the three times publicly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Isaac do recover against the said Nathaniel Samuel and Asa the sum of twenty five dollars & eighty six cents damages and nine dollars and fifteen Cents costs of suit and thereof &c -

Ex^o respoud May 29th 1797.

Elizabeth Blackman of Chester in the County of Hampshire Gentleman plaintiff v^s Joseph Henry of the same Chester Gent^l otherwise called Joseph Henry of Norwich in said County Gentlemen in a plea of trespass on the case for that whereas hereto fore to wit on the first day of April in the year of our Lord seven hundred and ninety six at said Northampton One Elizabeth King

Blackman
v^s
Henry
May 31st 1797

used out his certain Writ of attachment against the said Joseph Triable
before the Justices of the said Court of Common pleas then out to be holden
at Northampton within and for said County on the third Tuesday of May
then next upon which said Writ of Attachment the body of the said Joseph
was then and there taken out on the the same first day of April aforesaid duly
arrested - and whereas the said Joseph then and there having his body so
arrested and being so in custody of the said Officer and of the same Writ of
Attachment appeared on himself and faithfully promised the said Elijah
in consideration that the said Elijah would then and there at the said
instance and request of the said Joseph become bond and surety in the
said Action for the said Joseph he the said Joseph would indemnify
and save harmless the said Elijah of and from all damage cost
and trouble which might arise or happen to the said Elijah on account
of his becoming bond and surety as aforesaid - and the said Elijah
says that relying on the fair promises and undertaking of the said
Joseph he did then and there to wit at Northampton aforesaid on
the same first day of April aforesaid become bail and surety
in the said Action for the said Joseph and then and there duly and
regularly entered into a certain writing obligatory commonly called a
Bail Bond for that purpose - And the said Elijah further saith that
such proceedings were had in the said Action that the said Elisha King
by the consideration of the Justices of the said Court of Common pleas
holden at Northampton within and for the same County on the third Tues-
day of May in the year of our Lord seventeen hundred and ninety six
recovered Judgment against the said Joseph for the sum of seventeen
dollars and forty two pence damages and seven dollars and fifty one
cents for his costs of suit as by the record thereof remaining in said Court
may fully appear upon which said Judgment the same being wholly
unpaid and in no part satisfied the said Elisha afterwards to wit on the
twenty sixth day of the same May at said Northampton sued out in due
form of Law his writ of Execution for levying and collecting the several sums
aforesaid together with twenty five pence now for the price of the same Execution
and then and there afterwards the same Writ of Execution into the hands
of Reuben Wheelfield then and till after the return day of the said Writ
Constable of the said town of Chester in said County of Hampshire
to be by him served executed and returned according to Law and after
wards to wit on the twenty fifth day of August last past the said Reuben
duly returned the same writ of execution into the office of the Clerk of
said Court as by the same he was commanded with his indorsement
thereon in the words and figures following to wit: "Hampshire sh.
Chester Aug. 25th 1796 By Virtue of this Exec. I have used diligent
search and not being able to find Goods Chattells or Lands belonging to
the within named Joseph neither his body in my precinct in the life of
the Ex^{or} therefore I return this Ex^{or} wholly unsatisfied. Reuben Wheel-
field Constable of Chester" as by the said Writ of Execution and the
indorsement thereon remaining in said office may more fully appear.
Whereupon the said Elisha King afterwards to wit on the first day of
December last past at said Northampton sued out his Writ of fiat facias
against the said Elijah on the Bail bond entered into as aforesaid by
him the said Elijah returnable before the Justices of the Court of Common
pleas then next to be holden at Northampton within and for the County

used out his certain Writ of attachment against the said Joseph Triable
before the Justices of the said Court of Common pleas then out to be holden
at Northampton within and for said County on the third Tuesday of May
then next upon which said Writ of Attachment the body of the said Joseph
was then and there taken out on the the same first day of April aforesaid duly
arrested - and whereas the said Joseph then and there having his body so
arrested and being so in custody of the said Officer and of the same Writ of
Attachment appeared on himself and faithfully promised the said Elijah
in consideration that the said Elijah would then and there at the said
instance and request of the said Joseph become bond and surety in the
said Action for the said Joseph he the said Joseph would indemnify
and save harmless the said Elijah of and from all damage cost
and trouble which might arise or happen to the said Elijah on account
of his becoming bond and surety as aforesaid - and the said Elijah
says that relying on the fair promises and undertaking of the said
Joseph he did then and there to wit at Northampton aforesaid on
the same first day of April aforesaid become bail and surety
in the said Action for the said Joseph and then and there duly and
regularly entered into a certain writing obligatory commonly called a
Bail Bond for that purpose - And the said Elijah further saith that
such proceedings were had in the said Action that the said Elisha King
by the consideration of the Justices of the said Court of Common pleas
holden at Northampton within and for the same County on the third Tues-
day of May in the year of our Lord seventeen hundred and ninety six
recovered Judgment against the said Joseph for the sum of seventeen
dollars and forty two pence damages and seven dollars and fifty one
cents for his costs of suit as by the record thereof remaining in said Court
may fully appear upon which said Judgment the same being wholly
unpaid and in no part satisfied the said Elisha afterwards to wit on the
twenty sixth day of the same May at said Northampton sued out in due
form of Law his writ of Execution for levying and collecting the several sums
aforesaid together with twenty five pence now for the price of the same Execution
and then and there afterwards the same Writ of Execution into the hands
of Reuben Wheelfield then and till after the return day of the said Writ
Constable of the said town of Chester in said County of Hampshire
to be by him served executed and returned according to Law and after
wards to wit on the twenty fifth day of August last past the said Reuben
duly returned the same writ of execution into the office of the Clerk of
said Court as by the same he was commanded with his indorsement
thereon in the words and figures following to wit: "Hampshire sh.
Chester Aug. 25th 1796 By Virtue of this Exec. I have used diligent
search and not being able to find Goods Chattells or Lands belonging to
the within named Joseph neither his body in my precinct in the life of
the Ex^{or} therefore I return this Ex^{or} wholly unsatisfied. Reuben Wheel-
field Constable of Chester" as by the said Writ of Execution and the
indorsement thereon remaining in said office may more fully appear.
Whereupon the said Elisha King afterwards to wit on the first day of
December last past at said Northampton sued out his Writ of fiat facias
against the said Elijah on the Bail bond entered into as aforesaid by
him the said Elijah returnable before the Justices of the Court of Common
pleas then next to be holden at Northampton within and for the County

of Hampshire on the Monday next preceding the second Tuesday of January then next and caused the same to be duly and regularly served upon the said Elijah and the said Elijah further says that such proceedings were had in said suit in favour of the said Elisha against the said Elijah on the said five pieces that the said Elisha recovered against the said Elijah by the consideration of the Justice of the same Court holden as last aforesaid Judgment for the sum of twenty six dollars and eighteen cents damages and seven dollars and ninety one cents Costs of suit as by the record thereof remaining in said Court may more fully appear - and the said Elisha afterwards to wit on the twenty ninth day of the same January at said Northampton said out his execution upon the same Judgment for the laying and collecting the several sums last aforesaid together with twenty five cents more as the price of the same Execution and then and there committed the same to Aaron Cox then and ever since a deputy Sheriff under the Sheriff of the said County of Hampshire to be by him levied and executed according to Law - and the said Elijah further saith that after words to wit on the twenty third day of February last past at said Northampton he paid and satisfied to the said Aaron Cox the contents of the same Execution with the price thereof aforesaid together with two dollars and nine cents more for his legal fee for collecting the same amounting in the whole to the sum of Ninety six Dollars and sixty three cents - and the said Elijah further avers that he necessarily paid laid out and expended another large sum to wit five dollars and performed divers works labours and services in and about the settling and paying the contents of the same Execution for which he reasonably deserves to have another sum of four dollars - to wit at Northampton on the same day at all which premises the said Joseph then immediately afterwards to wit on the same day had due notice Nevertheless the said Joseph out regarding his said promises sent for and clearly intending and contriving to injure the said Elijah has not performed his said promises nor paid the said Elijah his moneys nor indemnified him of and from all damages costs and trouble which have arisen and happened to the said Elijah on account of his becoming bail and surety as aforesaid nor paid to the said Elijah any of the sums aforesaid the other three requested - And also for that whereas the said Joseph at said Northampton on the first day of March instant unjustly indebted to the said Elijah in the sum of fifty dollars for so much money then before that time by the said Elijah to and for the use of the said Joseph and at his special instance and request paid, laid out and expended and being so therein indebted to the said Joseph then and there in consideration thereof assumed on himself and faithfully promised the said Elijah to pay him the same sum on demand - Yet the said Joseph the other three requested but not performed either of his said promises but hitherto neglects and refuses to do it - To the damage of the said Elijah the sum of Seventy Dollars -

The plaintiff by — Ashman Gent^l his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Elijah Blackman do recover against the said Joseph Henry the sum of forty one dollars and twenty three cents damages and Costs of suit taxed at seven Dollars and fifty two cents and thereof &c —

Exam^d — May 23^d 1797.

Richard Falley and Richard Falley Junr of Montgomery in the County of Hampshire and Daniel Falley of Chester in said County. Indors and Joint dealers in merchandise plaintiffs v. Nathaniel Alexander Junr of the same Chester Yeoman defendant in a plea of trespass on the Case for that whereas the said Nathaniel at said Chester on the fourth day of November in the year of our Lord one thousand seven hundred and ninety five by his promissory note of hand of that date for Value received promised the plaintiffs by the name and description of Richard Falley and Sons to pay them fifteen dollars and seventy one cents on demand with Interest - Also for that whereas the said Nathaniel at said Chester on the twenty ninth day of April last past by his other promissory note of hand of that date for Value received promised the plaintiffs to pay them by the name and description aforesaid Eleven dollars and Eighty two cents on demand with Interest - Yet the said Nathaniel the threats often requested hath never paid the same or performed either of his said promises but unjustly neglects and refuses to do it - to the damage of the Plffs. the sum of Forty Dollars. —

The plaintiffs by Eli P. Ashman Gentleman their Attorney appear and the defendant the three times publicly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Richard Falley and Sons do recover against the said Nathaniel Alexander Junr the sum of twenty four dollars and twenty cents damages and Costs of suit taxed at \$ 7-10 and thereof &c. — —

Ex^{ra} issued May 25th 1797

Eli P. Ashman of Blanford in the County of Hampshire attorney at Law plaintiff v. Joseph Henry of Norwich Gentleman and Thomas Mather of Chester Yeoman both in the said County of Hampshire defendants in a plea of trespass on the case for that whereas the said Joseph & Thomas at said Blanford on the twenty first day of January last past by their note in writing of that date by their proper hands subscribed for Value received promised the said Eli P. to pay him the sum of fourteen dollars and forty cents by the first day of April then next with Interest till paid - Yet the said Joseph and Thomas tho often requested have neither hath either of them ever performed their promise aforesaid but neglect and refuse so to do to the damage of the said Eli P. Ashman twenty Dollars — —

And the said Eli P. appears here in Court - and the said Joseph & Thomas tho three times called to come into Court makes default of appearance here wherefore it is considered by the Court that the said Eli P. Ashman do recover against the said Joseph and Thomas the sum of fourteen dollars and sixty nine cents damages and Costs of suit taxed at \$ 2-76 and thereof &c.

Ex^{ra} issued May 23rd 1797

Justus Ashman of Blanford in the County of Hampshire Esquire plaintiff v. James Nimmocks of Blanford aforesaid Yeoman in a plea upon the said Justus demands against the said James forty five acres of Land lying in said Blanford on the middle road commonly

Falley & others
v
Alexander
May 13th 1797

Ashman
v
Mather
May 13th 1797

Ashman
v
Nimmocks
May 13th 1797

So called leading from Blanford to Granville and is part of Little Number five and six in the West range of setting Lots. and it is bounded as follows viz North on Dr. Ephraim Gibbons Land West on land of the said Justus. South on land of Doctor Hopert King. East on the said middle road with the appurtenances as the right and inheritance of the said Justus and into which the said James hath not only but by disposers by him unjustly committed and whereupon the said Justus complains for this to wit for that whereas the said James within thirty years now last past was seized of the demanded premises in his demesne as of fee and being so there of seized he the said James at said Northampton on the fourteenth day of March in the year of our Lord one thousand seven hundred and ninety three by his certain deed past by him well executed sealed with his Seal and in Court to be produced the date whereof is the same day and year and which has since been duly acknowledged and registered in the proper registry of deeds in the County of Hampshire for and in consideration of eighteen pounds fifteen shillings lawful money (equal to sixty two dollars and fifty cents) to him in hand paid by the said Justus. did give, grant, bargain, sell, alien, release convey and confirm unto the said Justus and his heirs the said demanded premises to have and to hold the said granted and bargained premises with the appurtenances and privileges therunto belonging to him the said Justus his heirs and assigns forever in manner aforesaid. by Virtue whereof the said Justus immediately afterwards to wit on the same day at said Northampton within thirty years now last past in a peaceable time became and was seized and possessed of the said demanded premises with the appurtenances in his demesne as of fee taking the profits thereof to the Value of Thirty dollars by the year. Which deed had a Condition thereto annexed that if the said James his heirs Executors or Administrators should well and truly pay or cause to be paid to the said Justus his heirs or assigns within six months from the date of said deed the sum of eighteen pounds fifteen shillings (equal to sixty two dollars and fifty cents) lawful money agreeable to the true intent and meaning of a certain promissory Note of hand bearing date the third day of March in the year of our Lord one thousand seven hundred and ninety three given by the said James to the said Justus for the said sum of eighteen pounds fifteen shillings payable on demand with the interest annually then the said deed and the said promissory Note should be utterly ^{made} void any in the said deed to the contrary notwithstanding - And the said Justus avers that the said James the often requested and the said time of payment is long since past has not paid said sum nor the interest thereof according to the tenor and meaning of the condition aforesaid but has wholly neglected and refused so to do and after the taking of the same deed and since the said Justus so became seized of the said demanded premises and also since the breach of the Condition aforesaid the said James unjustly and without Judgment hath entered into the same. dispossessed the said Justus of the said demanded Premises and still unjustly holds him out to the damage of the said Justus One hundred Dollars.

The Plaintiff by Eli S. Ashman Gent. his atty appears and the Defendant the three times called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Justus Ashman do recover possession of the demanded premises of the said James Nimmo & pay unless he the said James Nimmo & pay to the said Justus the sum of \$ Seventy eight dollars and three cents damages and costs of Suit taxed at \$ 6. 22 - within two months and thereof &c.

Worroff
or
Munger
May 36th / 1797.

William Worroff of Mufson in the County of Hampshire
plaintiff v. Samuel Munger Jun^r of South Brimfield in the same County
Whelanight defendant. As a plea of the case for that whereas the said
Samuel at said Mufson on the twenty first day of February last past by
his promissory note of hand by him subscribed of that date for Value received
promised the said William to pay him or his order the sum of Fifteen
dollars and fifty Cents on demand with Interest till paid. Yet the
said Samuel the often requested hath not paid the contents of said Note
but neglects it to the damage of the said William Forty Dollars —
The plaintiff by Abner Morgan Esq. his Attorney appears and the
defendant the three times publicly called to come into Court makes
default of his appearance here — Wherefore it is considered by the
Court that the said William do recover against the said Samuel the
the sum of fifteen dollars and seventy three Cents damages and
Costs of Suit taxed at \$ 0 - 21 and three of 8c —

Essex signed May 23^d 1797.

Morgan
or
Graves
May 37th / 1797

David Morgan of Genesee district in the County of Ontario &
State of New York Esq. plaintiff v. Horace Graves late of Palmer
in the County of Hampshire Unkandman Defendants in a plea
of the case for that whereas the said Horace at Palmer aforesaid on
the fifth day of March in the year of our Lord one thousand seven
hundred and ninety three by his promissory Note of hand of that
date for Value received subscribed for Value received. promised one William Scott
to pay him or order the sum of fifteen pounds p^{er} annu to fifty dollars on
or before the first day of October next after the date of said Note with
Interest till paid — And the said William Scott afterwards to wit
on the twenty first day of May in the year of our Lord one thousand
seven hundred and ninety four by his indorsement on the back of said
Note for Value received ordered the contents of the same Note then unpaid
to be paid to the plaintiff according to the tenor of said Note whereby
Horace became liable to pay said contents to the plaintiff and then
and there in consideration thereof promised the said David to pay him
said contents accordingly — Yet the said Horace the often requested
hath never paid said contents but neglects it — to the damage of the
said David Seventy Dollars —
The plaintiff by Abner Morgan Esq. his Attorney appears and the
Defendant the three times publicly called to come into Court makes
default of his appearance here — Wherefore it is considered by the Court
that the said David do recover against the said Horace the sum of
Sixty two dollars and sixty eight Cents damages and Costs of Suit
taxed at \$ 0 - 47 and three of 8c.

Essex signed May 23. 1797.

Hawley
or
Bruckman
May 37th / 1797

Lebina Hawley of Amherst in the County of Hampshire
Woman Plaintiff v. Samuel H. Bruckman late of Sutterbury
in the same County Woman Defendant in a plea of the case for that
said Samuel Hawley at said Amherst on the ninth day of January
in the year of our Lord one thousand seven hundred and ninety
six by his Note under his hand for Value received promised the said

the said Lebina to pay him or his order the value of thirty three dollars and thirty three cents in common inclosing two orders and deliver the same at a certain place called Locks Mills in said Shutebury - the one half of said boards to be delivered at said Locks Mills in said Shutebury on or before the first day of May then next coming and the other half of said boards to be delivered at said Locks Mills on or before the first day of October then next coming - and the said Lebina says he was always ready there to receive the same yet the said Samuel who often requested hath never paid or delivered the same but neglects it to the damage of the said Lebina the sum of twenty five dollars.

The plaintiff by Simon Strong Esq his Attorney appears - And the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Lebina recover against the said Samuel Hawley Blackman the sum of twenty five dollars & forty eight cents damages and costs of suit taxed at \$6.53 and thereof &c.

Examined May 24. 1797

John Everleth of Hadley in the County of Hampshire
Yeoman Plff. v. Ellis Turner of Pelham in the County of said
Yeoman Defendant in a plea of the case for that the said Ellis
at said Pelham on the twenty eighth day of December in the
Year of our Lord one thousand seven hundred and ninety six
by his Note under his hand for value received promised said
John to pay him or his order seventy dollars on demand with lawful
Interest for the same till paid - also for that said Ellis at said Pelham
on the same twenty eighth day of December by his Note under his hand for
value received promised said John to pay him or his order twenty one
Dollars and forty six cents on demand with lawful interest for the same
untill paid and the said John saith neither of the said Notes have been
assigned yet said Ellis though often requested hath never performed his
said promises or either of them but neglects to do it to the damage
of the said John the sum of One hundred Dollars -

Everleth
or
Turner

May 13/8/1797

The plaintiff by Simon Strong Esq his Attorney appears - and the
Defendant the three times publicly called to come into Court makes
default of his appearance here - Wherefore it is considered by the
Court that the said John do recover against the said Ellis the sum
of Ninety three dollars and forty five cents and costs of suit taxed
at \$5.45 and thereof &c.

Examined May 24. 1797

Roman Tyler Trader and Reuben Marsh all traders both of
Worcester in the County of Litchfield and State of Connecticut Plff.
v. Lemuel Bassett of Rowe in the County of Hampshire Yeoman Deft
in a plea of the case for that the said Lemuel at Winchester to wit at
Northampton aforesaid on the nineteenth day of January in the
Year of our Lord seventeen hundred and ninety six owed the said
Roman and Reuben five pounds two shillings and three pence -
fifteen dollars and five cents for so much money of the said Roman
and Reuben by said Lemuel to the use of the said Roman & Reuben
there before that time had and received - and being so therein indebted
the said Lemuel then and there in consideration thereof promised

Tyler & al.
or
Bassett

May 13/9/1797

said Roman and Newben to pay them the same sum on demand. with lawful interest for the same untill paid - Also for that said Lemuel there on the same day and year owed the said Newben and Roman the sum of seventeen pounds seventeen shillings and ten pence lawful money twenty six dollars & thirty one Cents for so much money before that time of the said Roman and Newben by the said Lemuel had and received. and then and there in consideration thereof promised Roman and Newben by the Names of Tyler and Marshall to pay the same sum on demand. with lawful interest for the same sum till paid - Yet said Lemuel tho often requested hath never performed his said promise or either of them but neglects it - to the damage of the said Roman and Newben Tyler the sum of Forty Dollars. - The Plaintiff by Simon Strong Esq. their Attorney appears and the Def^t the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Newben and Roman do recover against the said Lemuel the sum of twenty four dollars and sixty seven Cents Damages and Costs of Court taxed at \$ 20 and thereof &c.

Essex issued May 21th 1797.

Bartlet
or
Pattis
May. 30th 1797

Aaron Bartlet of Shutesbury in the County of Hampshire German Plaintiff vs Israel Bates of the same Shutesbury German Defendant in a plea of the case for that the said Israel at Shutesbury aforesaid on the ninth day of February in the year of our Lord one thousand seven hundred and ninety seven by his Note under his hand for value received promised the said Aaron to pay him or his order the value of eight pounds lawful money equal to twenty six dollars and sixty seven Cents in good neat stock at the cash price on or before the first day of April then next to come with lawful interest for the same sum till paid - and to deliver the same neat stock at his the said Israels dwelling house in Shutesbury aforesaid on or before the same day aforesaid - And said Aaron says he has always been there ready to receive the same of the said Israel - Yet said Israel though often requested hath never delivered or paid the same. but neglects it - to the damage of the said Aaron Forty Dollars - The plaintiff by Simon Strong Esq. his Attorney appears and the Def^t the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Aaron recover against the said Israel the sum of twenty seven dollars and thirteen Cents damages and Costs of suit taxed at \$ 6. 5. and thereof &c.

Essex issued May 24. 1797. -

Montague
or
Latham
May. 30th 1797

Lebina Montague of Amherst in the County of Hampshire Esq. Plaintiff vs James Latham of Pelham in said County German Defendant in a plea of the case for that the said James at said Amherst on the twenty third day of October in the year of our Lord seventeen hundred and ninety five by his Note under his hand of that date for value received promised the said Lebina to pay him or his order eighteen Dollars and sixty four Cents on demand with lawful interest for the same after three months from the above date untill paid - Yet said James tho often requested hath never paid the same but neglects it to the damage of the said Lebina Thirty Dollars - The plaintiff by Simon Strong Esq. his Att^y. appears and the Def^t the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that

that the said Zelina Montague do recover against the said James La-
tham the sum of sixteen dollars and ninety nine cents damages and
costs of suit taxed at six dollars and one cent and thereof &c

Ex. 201 issued May 24. 1797.

Zelina Hawley of Amherst in the County of Hampshire Yeoman, and
Samuel Hawley Bookman late of Shutesbury in said County Yeoman
Defendant in a plea of the case for that the said Samuel at Amherst afo-
said on the fifteenth day of August in the year of our Lord one thousand seven
hundred and ninety six by his note under his hand for value received pro-
vid said Zelina to pay him or his order the value of fifteen dollars
in merchantable white pine boards at the market price and to deliver
the same at a place called Locks Mills in Shutesbury aforesaid on or
before the first day of January then next coming Yet said Samuel
Hawley the often requested hath never delivered or paid the same
boards nor any part thereof but neglects it - although the said Zelina
was always there ready to receive the same. To the damage of the
said Zelina Twenty Dollars

Hawley
Bookman
May. 1389/1797.

The plaintiff by Simon Strong Esq. his atty. appears - and the
Defendant the three times publicly called to come into Court
makes default of his appearance here. Wherefore it is considered
by the Court that the said Zelina recover against the said
Samuel Hawley the sum of fifteen dollars and thirty four cents
damages and costs of suit taxed at \$6. 53. and thereof &c.

Ex. 202 issued May 24. 1797.

Joseph Bailey Trader, Solomon Kippell Yeoman Jonathan Poore
Gentlemen Joseph Bailey Yeoman Venerable orant^m Gent^m all of Chus-
terfield in the County of Hampshire and Benjamin Healy of Sharon
in the County of Addison and State of New York Gentlemen Plaintiffs
v. Silas Remington of Chatterfield in the County of Hampshire Physician
otherwise called Silas Remington of said Chatterfield Student at Physick
Defendant in a plea of trespass on the case for that the said Silas at said
Chatterfield on the day of the purchase of this Writ was justly indebted
to the Plaintiffs in the sum of Thirty five Dollars for several goods Wares and
Merchandises there before that time sold and delivered at the special instance
and request of the said Silas and being so indebted in consideration
thereof the said Silas assumed on himself and to the plaintiff then & there
faithfully promised to pay them the same sum on demand. Yet the
said Silas the often requested hath never paid the contents of said Note
but unjustly neglects it to the damage of the plaintiff Forty Dollars.
Yet the said Silas the often requested hath never paid the contents of
said Note but unjustly neglects it to the damage of the said Plaintiffs
the sum of Forty Dollars.

Bailey & others
Remington

May. 1402/1797.

The plaintiffs by W. Parsons Gent their Attorney appear and the
defendant the three times publicly called to come into Court
makes default of his appearance here. Wherefore it is considered
by the Court that the Plaintiffs do recover against the said Silas
the sum of Thirty five dollars damages and costs of suit taxed
at \$8. 31 - and thereof &c.

And the said Silas appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Northampton within and for
the County of Hampshire on the fourth Tuesday of September next and
recognizes with surties to prosecute the same appeal with effect.

King
v
Witherell
May/205/1797

Eleazer King of Chesterfield in the County of Hampshire Yeoman
Plaintiff v. James Witherell of the same Chesterfield Yeoman Def^t
in a plea of trespass on the case for that the said Samuel at said Chester-
field on the twenty seventh day of September last past by his Note
in writing under his hand of that date for Value received promised the
said Eleazer to pay him or his order Thirteen dollars and thirty four
Cents lawful money by the first day of January then next with
Interest - Yet the said Samuel the often requested hath never paid
the Contents of said Note but unjustly neglects it - To the damage of the
said Eleazer the sum of Forty dollars -

The plaintiff by B. Parsons Gent^l his Attorney appears - and the Def^t
the three times publicly called to come into Court makes default of his
Appearance here - Wherefore it is considered by the Court that the said
Eleazer do recover against the said James the sum of thirteen dollars
and Eighty seven Cents damages and Costs of Suit taxed at \$6.30
and thereof &c.

Ex^{ce} issued May 23rd 1797

Symon
v
Scaton
May/207/1797

Erastus Symon of Northampton in the County of Hampshire
Merchant plaintiff v. Noah Scaton of Worthington in the same County
Blacksmith Defendant in a plea of trespass on the case for that the said
Noah at said Northampton on the seventeenth day of June in the year
of our Lord one thousand seven hundred and ninety five by his Note in
writing under his hand of that date for Value received promised the Def^t
to pay him or order Twenty seven pounds Lawful money which is equal
to Ninety Dollars with interest - Yet the said Noah the often requested
hath never paid the Contents of said Note but unjustly neglects it -
to the damage of the said Erastus Ninety Dollars -

The Plaintiff by B. Parsons Gent^l his Attorney appears - and the Def^t
the three times publicly called to come into Court makes default of his
Appearance here - Wherefore it is considered by the Court that the said
Erastus do recover against the said Noah the sum of Sixty one dollars
and five Cents damages and five dollars and sixty five Cents Costs
of Court and thereof &c.

Whereupon the said Noah appeals from the Judgment of this
Court to the Supreme Judicial Court now to be holden at Northamp-
ton within and for the County of Hampshire on the fourth Tuesday of
September next and recognises with sureties to prosecute the same
appeal to effect.

Powers
v
Cushman
May/212/1797

Gardner Powers of Greenwich in the County of Hampshire Yeoman
Plaintiff v. Polycarpus Cushman of Bernardstown in the same County
Yeoman Defendant in a plea of the case for that the said Polycarpus at
Greenwich to wit at Northampton aforesaid on the eighth day of November
in the year of our Lord one thousand seven hundred and ninety six by
his promissory Note of hand of that date by him subscribed for Value
received promised the said Gardner to pay him One hundred & fifty dol-
lars on or before three months from the date of said Note with Interest
after out meaning Interest after for the above sum after said note was
out - Yet said Cushman the often requested hath not performed his said

promise but neglects it - to the damage of the said Gardner the sum of
Three hundred Dollars -

The plaintiff by James Fish Esq^r his attorney appears and the said
Polycarpus the three times publicly called to come into Court makes
default of his appearance here - Wherefore it is considered by the Court
that the said Gardner do recover against the said Polycarpus
the sum of One hundred and fifty two dollars and fifty two Cents
damages and Costs of Suit taxed at \$7.49. and thereof &c -

Examined May 26. 1797.

Benjamin Hooker of Greenwich in the County of Hampshire Yeoman
Plaintiff vs Thomas Hillyard of the same Greenwich Town Defendant
in a plea of the case for that the said Thomas at Greenwich viz at North
ampton aforesaid on the twenty eighth day of February in the year of

Hooker
Hillyard

May 113/1797

our Lord seventeen hundred and ninety seven by his promissory Note of
hand of that date by him subscribed for value received promised the said
Benjamin to pay him or order seventeen dollars - to be paid in six
Weeks from the date of said Note with one mowing Interest Yet the
said Thomas the often requested hath not performed his promise but neg-
lects it - to the damage of the said Benjamin thirty five dollars -

The plaintiff by James Fish Esq^r his attorney appears and the defendant
the three times called to come into Court makes default of his appearance
here - Wherefore it is considered by the Court that the said Benjamin do
recover against the said Thomas the sum of Seventeen dollars and twenty
five Cents damages and Costs of Suit taxed at \$6.29 and thereof &c -

Examined May 26. 1797

Reuben Ward of Ware in the County of Hampshire Yeoman
Plaintiff vs Solomon Bush of the same Ware Yeoman Defendant
in a plea of the case for that the said Solomon Bush at Ware
viz at Northampton aforesaid on the twenty first day of April in

Ward
Bush

May 114/1797.

the year of our Lord seventeen hundred and ninety seven by his
promissory Note of hand of that date by him subscribed for value
received promised the plaintiff to pay him or his order the sum of
Nineteen Dollars and three Cents on demand with Interest till paid
Yet the said Solomon though often requested hath not per-
formed his promise but neglects it to the damage of the said
Reuben the sum of Forty Dollars -

The plaintiff by James Fish Esq^r his attorney for that purpose
made appears and the defendant though three times publick
ly called to come into Court makes default of his appearance
here - Wherefore it is considered by the Court that the said
Reuben do recover against the said Solomon the sum of Nine
teen dollars and twelve Cents damages and Costs of Suit taxed
at \$7.44 and thereof &c

Examined May 26. 1797

Olive Moffatt of Northfield in the County of Hampshire single
Woman Plaintiff vs Enos Rice of Gill in the same County Defendant
in a plea of the case for that the said Enos at Greenfield in the same
County on the tenth day of August in the year of our Lord one thousand
seven hundred and ninety one by his Note under his hand of that date for

Moffatt
Rice

May 120/1797.

I and also received promise the plaintiff to pay her order / meaning to deliver
 her ~~four~~ ^{ten} good shapable shups by the first day of October in the year of our
 Lord one thousand seven hundred and ninety three / meaning with Porter sh.
 which time has elapsed and the plaintiff saith that the said shups were worth
 and none of the value of two dollars each amounting to twenty dollars and that
 she was ready to receive at the said time shups with the interest.
 And also for that the said Enos there afterwards on the same day being
 jointly indebted to the plaintiff in the sum of six dollars to balance the
 Account books annexed then and there in consideration thereof promised the Diff
 to pay her the same sum on demand and also for that the said Enos there after
 wards on the same day in consideration that the plaintiff had at the request
 of the said Enos before that time done and performed for him sundry other services
 all like to but after those referred to in the above Account then and there in
 consideration thereof promised the plaintiff to pay her so much money
 as she reasonably deserved to have for the same and the said Oliver saith
 she reasonably deserved to have for the services and labors last abovementioned
 to be done and performed other sum of six dollars to wit at North field of and
 yet the said Enos tho' thereto often obligated hath never paid either of
 of said sums or ever fulfilled either of his said promises but neglects
 it to the Damage of the said Olive Fifty Dollars
 The plaintiff by John Barrett Gent.^r her Attorney appears and the
 Defendant the three times publicly called to come into Court makes
 default of his appearance here wherefore it is considered by the Court that
 the said Olive do recover against the said Enos the sum of twenty four
 Dollars and twenty seven Cents damages and Costs of Suit taxed at
 nine Dollars and six Cents and thereof \$0

22nd June July 4. 1797

Holton
 or
 Cutter
 May. 421/1797

Elijah Holton of Northfield in the County of Hampshire Husband
 Plaintiff vs James Cutter of Leaverest in the same County Housewright
 defendant in a plea of the case for that the said Cutter at said Northfield
 on the sixth day of August in the Year of our Lord one thousand seven hundred
 and ninety six by his note under his hand of that date for value received prom-
 ised the plaintiff to pay him forty Dollars the sixth day of October meaning
 the sixth day of October then next with Porter until paid which time has elapsed
 and also for that the same Cutter there afterwards on the same day by his other note
 under his hand of the same date for value received promised the plaintiff to
 pay him another sum of twenty six dollars and sixty seven Cents to be paid
 on the twentieth day of February then next with the interest till paid which
 time has elapsed yet the said Cutter tho' often obligated has not paid either
 of said sums or the interest but neglects it to the damage of the said
 Elijah Seventy Dollars
 The Plaintiff by John Barrett Gent.^r his Att.^r appears and the Def-
 the three times publicly called to come into Court makes default of his
 appearance here wherefore it is considered by the Court that the said Elijah
 do recover against the said James the sum of Forty one dollars & fifty
 three Cents damages and Costs of Suit taxed at \$7. 12 & thereof \$0
 Whereupon the said James appeals from the Judgment of this Court
 to the Supreme Judicial Court to be holden at Northampton within and
 for the County of Hampshire on the fourth Tuesday of September next
 and obliges with sureties for prosecuting the same appeal to effect.

Lark
 or
 Bacon
 May. 442/1797

Cyral Leach of Belcher town in the County of Hampshire Yeoman Diff-
 Joseph Bacon of Ware in the County of Hampshire Yeoman Def-
 in a plea of the case for that the said Bacon at said Belcher town on the
 twelfth day of October in the Year of our Lord one thousand seven hundred and
 ninety six by his note of that date by him subscribed for value received

promised the plaintiff to pay him the sum of Seventy Dollars within one month from the date of said Note with Interest till paid — Yet the said Bacon the often requested hath not paid the said sum but neglects it to the Damage of the said Leach One hundred and forty dollars — The plaintiff by Jon Groat his attorney appears and the defendant the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Groat do recover against the said Joseph the sum of Seventy two dollars and thirty four cents damages and Costs of Suit taxed at \$9.35 and shins of 8c —

Whereupon the said Joseph by Jacob Pepper his attorney appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for said County on the fourth Tuesday of September next and recognises with sufficient sureties to prosecute the same appeal to effect —

Phineas Strong of Belchertown in the County of Hampshire Gentleman Plaintiff v. Aaron Carver of Granby in the same County Yeoman Defendant in a plea of the case for that the said

Strong
vs
Carver

Aaron Carver at Northampton aforesaid on the fifteenth day of August in the year of our Lord Seventeen hundred and ninety six by his Note for Value received promised the plaintiff to pay him seventy dollars to be paid the fifteenth day of October then next with Interest from said fifteenth day of October — Yet the said Carver the often requested hath not paid sum but unjustly neglects and refuses to do so to the damage of the said Strong Seventy Dollars —

May 4th 1797.

The plaintiff by Jon Groat Esq^r his attorney appears — and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Phineas Strong do recover against the said Aaron Carver the sum of Thirty Dollars and five Cents damages and Costs of Suit taxed at \$6.40 and shins of 8c —

Carver vs May 26. 1797. —

Simon Bordwell of Belchertown in the County of Hampshire Yeoman plaintiff v. Charles Bonney of Ware in the same County Yeoman defendant in a plea of the case for that the said Charles at Ware aforesaid on the twenty first day of October in the year of our Lord seventeen hundred and ninety five by his Note for Value received promised one Jonathan Wood to pay him or his order the sum of Fifty three dollars thirty three Cents and three mills within one year from the date of said Note with interest and the said Wood there afterwards at Ware aforesaid on the twentieth day of January last paid by his writing on the back of said Note by him subscribed for Value received ordered the contents thereof thus due and unpaid to be paid to the said Bordwell — of all which the said Charles at Ware aforesaid had notice on the day and year last mentioned from the plaintiff and by reason thereof the said Charles then and there became liable to pay the contents of said note then due and unpaid to the Plff — and then and there in consideration thereof promised the plaintiff to pay him the same according to the tenor and effect thereof — Yet the said Charles the often requested hath never paid the same or any part thereof or ever fulfilled his promise aforesaid but unjustly neglects and refuses to do so —

Bordwell
vs
Bonney
May 4th 1797.

To the damage of the said Simon Sixty Dollars —
The plaintiff by Jonathan Gornet his Attorney appears — and the defendant
the three times publickly called to come into Court makes default of
his appearance here — Wherefore it is considered by the Court that the
said Simon do recover against the said Charles the sum of twenty
eight dollars and seventy Cents damages and Costs of Suit taxed at
\$ 6-03 and thereof &c —

Whereupon the said Charles by Isaac Pepper his Attorney for that
purpose made appeals from the Judgment of this Court to the sup-
reme Judicial Court to be holden at Northampton within and for
the County of Hampshire on the fourth Tuesday of September next
and he recognises with sufficient sureties to prosecute the same appeal
with effect —

Warner
vs
Leach & al.
May 4th 1797

Elisha Warner of Belchertown in the County of Hampshire
Gentleman Plaintiff vs. Asa Leach and Simon Bordwell both of
Belchertown as joint Debtors defendants in a plea of the Case for that
the said Asa and Simon at Northampton as aforesaid on the twelfth
day of June in the year of our Lord one thousand seven hundred and
ninety four by the Note of that date for Value received promised the
said Elisha jointly and severally to pay him or his order three pounds &
eleven shillings equal to eleven dollars and eighty three Cents in one
year from the date of said Note with Interest — Yet the said Asa and
Simon the often requested have not paid the said sum but each
and both of them neglect and refuse so to do — To the damage of
the said Elisha Forty dollars —

The plaintiff by Jonathan Gornet Gent. his Att^y appears and the Def^s
the three times publickly called to come into Court make default
of their appearance here. wherefore it is considered by the Court
that the said Elisha do recover against the said Asa and Simon
the sum of thirteen dollars and ninety four Cents damages and
Costs of Suit taxed at \$ 6-76. and thereof &c —

Ed^d Jonesd May 24 1797

Clarke
vs
Clapp.
May 4th 1797

Giles Clarke of Westhampton in the County of Hamp-
shire plaintiff against Thomas Clapp of Southampton
in the same County Yeoman Def^t in a plea of trespass on the
Case for that the said Thomas at Westhampton as aforesaid on the
third day of October in the year of our Lord one thousand seven
hundred and ninety six by his Note in writing under his hand
of that date for Value received promised the said Giles to pay
him or order Forty dollars on or before the first day of January then
next with interest from the date of said note till paid — Yet the
said Thomas the three times often requested hath never paid the
same sum but unjustly neglects and refuses so to do — to the
damage of the said Giles Clarke Forty dollars —

The plaintiff by John Taylor Gent. his Attorney appears and
the

the defendant the three times publicly called to come into Court makes default of his appearance here & therefore it is considered by the Court that the said ~~Gloucester~~ do recover against the said Thomas the sum of twenty six dollars and ^{thirty three} ~~twenty six~~ Cents damages and Costs of Suit taxed at \$ 6-1- and thereof &c

Given at May 30. 1797. —

William Flowers of Buckland in the County of Hampshire Esq. an plaintiff vs Thomas Godfrey of Boston in the County of Suffolk baker defendt. in a plea of the case for that whereas the said Thomas Godfrey at Boston to wit at Northampton aforesaid on the twenty first day of September last past by his Note under his hand of that date for value received promised Abraham Quincey John W Quincey and Jacob Quincey by the name of Abraham Quincey and Co. to pay them or order four hundred and twenty eight dollars and fifteen Cents by the fifteenth day of December then next with interest till paid - and the said Abraham John & Jacob there afterwards on the same day for value received by their indorsement on the same Note by the name of Abraham Quincey and Co. ordered the Contents thereof then due to be paid to the plaintiff of which the said Godfrey had Notice and thereby became liable by law to pay the same to the plaintiff according to the tenor of said Note and the indorsement thereof and being so liable then and there in consideration thereof promised the plaintiff to pay him the same accordingly - Yet the said Godfrey the often requested hath never paid the same but neglects it to the damage of the said William five hundred dollars

Flowers
vs
Godfrey.
May 14/97/1797

The plaintiff by Parsons Esq. his Attorney appears and the defendt the three times publicly called to come into Court makes default of his appearance here & therefore it is considered by the Court that the said William do recover against the said Thomas the sum of three hundred and thirty six dollars and ninety seven Cents and Costs of Suit taxed at \$ 12 5-6- and thereof &c

Whereupon the said Thomas Godfrey by Joseph Lyman Esq. his atty. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the fourth tuesday of September next and he recognises with sureties to prosecute the same appeal to effect.

Thomas Sanderford of Whately in the County of Hampshire Husbandman plff vs Noah Wright Saddle of Ashfield in the same County Esq. defendt. in a plea of the case for that the said Noah at Ashfield aforesaid on the twelfth day of October in the year of our Lord seven hundred and ninety five by his Note under his hand of that date for value received promised the said Thomas to pay him or order Ten pounds six shillings and eight pence equal in value to Thirty four dollars and fifty five Cents on or before the first day of October then next with Interest till paid whist time has elapsed Yet the said Noah Wright the often requested has never paid the same sum and interest but neglects it to the damage of the said Thomas Sanderford Sixty Dollars

Sanderford
vs
Saddler
May 14/97/1797

The plaintiff by Elijah Taine Gent^r his Attorney appears & the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Thomas Sanderson do recover against the said Noah Sexton the sum of thirty six dollars and nineteen Cents damages and Costs of Suit taxed at \$7.7 and there of &c.

Es^d signed May 23^d 1797

Eschell Edgartown of Haverly in the County of Hampshire joins plaintiff v. Isaac Gorte of Heath in the same County Gentlemen Def^r in a plea of the case for that the said Isaac at Heath aforesaid on the second day of January last past by his notes in writing under his hand of that date for Value received promised the said Eschell to pay him or order the sum of eight pounds nineteen shillings and six pence equal in Value to twenty nine dollars and ninety two cents on demand with interest Yet the said Isaac the often requested the same sum and interest has not paid but neglects it to the Damage of the said Eschell the sum of Fifty Dollars.

The plaintiff by Elijah Taine Gent^r his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Eschell do recover against the said Isaac the sum of twenty five dollars and twenty three Cents and eight dollars and forty one Cents Costs of Suit taxed at that sum - and there of &c.

Es^d signed May 23^d 1797.

William Hollister of Pittsfield in the County of Berkshire Gent^r vs Oliver Barber George Barber and Amos Horsford all of New York in the City County and State of New York joint dealers in merchandise under the firm of Barber Horsford & Co^s Defendants in a plea of the case for that the said Oliver Barber George W Barber & Amos Horsford under the firm of Barber Horsford and Co^s at Hartford to wit at Northampton aforesaid on the twenty fourth day of December last past drew a certain note in writing subscribed with their hands and directed the same to to Oliver and George Barber & Co^s whereby they required said Oliver and George W Barber & Co^s to pay to one Turrel Tufts or order within thirty days after sight for Value not the sum of Seven hundred Dollars and charge thereon the said Barber Horsford and Co^s therein and the said Turrel Tufts afterwards to the same day and at the place last mentioned by his indorsement in writing made on the said note and subscribed with his hand assigned the said note to one Samuel Wiley and by the same indorsement ordered the Contents of said Bill then wholly due and unpaid to be paid to the said Samuel Wiley according to the tenor and effect of said Bill and the said Samuel Wiley afterwards to wit on the same day and at the place last mentioned by his indorsement in writing made on the said note and subscribed with his hand assigned the said note to the plaintiff and by the same indorsement ordered the Contents of said Bill then wholly due and unpaid to be paid to the plaintiff according to the tenor and effect of the said Bill and the plaintiff

Edgartown

Gorte

May 26th 1797.

Hollister

Barber et al

May 27th 1797.

in fact saith that afterwards to wit on the twenty ninth day of December last past at New York to wit at Northampton aforesaid they the said Oliver and George W Barber & Co. accepted the said Bill and thereby became chargeable and so was chargeable & liable to pay the sum in said bill mentioned to wit the sum of seven hundred Dollars according to the tenor thereof to the said Hollister and in consideration thereof promised so to do - Yet the said Oliver George W Barber & Co. the shute requested have not paid the same to the said Hollister but have hitherto refused and still do refuse and neglect so to do to the damage of the said William Hollister the sum of fourteen hundred Dollars - and whereas the said Hollister saith that the said Oliver George W Barber & Co. have not in their own hands and possession goods & Estate to the value of fourteen hundred dollars which can be come at to be attached but have intrusted to and deposited in the hands and possession of David Sanderson now resident at Northfield in the County of Hampshire aforesaid Gentleman trustee and agent of the said Oliver and George W Barber and Co. goods effects and credits &c. to the said value: We Command you therefore &c And the said William Hollister by Solomon Vose Gent^l his Attorney appears - and the said David Sanderson agent and trustee as aforesaid the three times publicly called to come into Court makes default of his appearance here - and the said Oliver George W Barber and Co. being also three times publicly called to come into Court makes also default of their appearance here - Wherefore it is considered by the Court that the said William Hollister do recover against the said Oliver & George W Barber & Co. the sum of seven hundred and twenty seven dollars and thirty four Cents damages and Costs of Suit taxed at \$ 9. 70 and thereof &c.

Ex^{ce} rendered June 26. 1797.

Solomon Vose of Northfield in the County of Hampshire Gent. plaintiff v. Martin Stevens of Warwick in the same County Gent^l in a plea of the case for that the said Martin at Northfield aforesaid on the first day of November last past by his Note under his hand of that date for value received promised the said Solomon to pay him or his order thirty seven dollars and forty Cents on demand with Interest - Yet the said Martin the shute often requested hath not paid said sum but neglects it to the damage of the said Solomon thirty dollars The plaintiff appears and the defendant the three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Solomon Vose do recover against the said Martin Stevens the sum of twenty nine dollars and thirty three Cents damages and Costs of Suit taxed at \$ 8. 35. and thereof &c -

Ex^{ce} rendered May 29. 1797

Edwards Hunt of Northfield in the County of Hampshire Esquire plaintiff v. Edward Tiffany of the same Northfield Henryman Defendant in a plea of the case for that the said

Vose
" Stevens -
May 40th / 1797

Hunt
" Tiffany -
May 49th / 1797

Edward at said Northfield on the fourteenth day of April in the Year of our Lord One thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the said Elisha to pay him or his order Six pounds within six months from the date of said Note with interest till paid — Also for that the said Edward at said Northfield on the twenty seventh day of January in the Year of our Lord seventeen hundred & ninety six by his other Note under his hand of that date for Value received promised the plaintiff to pay him or his order twenty Dollars on demand with Interest till paid, yet the often requested and the time of payment has elapsed the said Edward has not paid either of said sums but unjustly neglects it — To the damage of the said Elisha Seventy Dollars —

The plaintiff by Solomon Rose Gent^r his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Elisha do recover against the said Edward the sum of forty four dollars and thirteen Cents damages and costs of Suit taxed at \$ 8. 25 and thereof &c —

Ex^{ca} signed May 29th 1797.

Alexander
Lee
May 492/1797.

Eliphaz Alexander of Northfield in the County of Hampshire plaintiff v. Jesse Lee, Comorant at Northfield aforesaid German defendant in a plea of the case for that the said Jesse at Northfield aforesaid on the seventh day of March in the year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value received promised said David Barker to pay him or his order forty nine dollars and sixteen Cents on demand with interest till paid — and the said David then afterwards on the same day by his indorsement in writing on said Note ordered the Contents of said Note then wholly due and unpaid to be paid to the plaintiff according to the tenor and effect thereof of which the said Jesse then afterwards had due Notice and thereupon became liable by Law to pay the Contents of said Note to the plaintiff according to the tenor and effect of the same and then and there in consideration thereof promised the said Eliphaz Alexander to pay him the same accordingly — Yet the said Jesse the often times requested hath not paid sum or fulfilled his promise aforesaid but neglects it — to the damage of the said Eliphaz One hundred & forty Dollars —

The plaintiff by Solomon Rose Gent^r his Attorney appears and the defendant the three times publicly called makes default of his appearance here — Wherefore it is considered by the Court that the said Eliphaz do recover against the said Jesse the sum of Seventy three dollars and ninety one Cents and costs of Suit taxed at \$ 6. 50 and thereof &c —

Ex^{ca} signed May 29th 1797.

Elephaz Alexander of Northfield in the County of Hampshire Yeoman
 plaintiff vs John Willson Jnr^d of Warwick in said County Physician in a
 plea of the case for that the said John at Northfield aforesaid on the twenty one-
 enth day of July last past by his Note under his hand of that date for Value
 received promised one David Barber to pay him or order Thre^e pounds sixteen shill-
 ings and eleven pence three farthings of the Value of forty ^{shillings} some dollars and
 forty three Cents on demand with interest till paid and the said David thereaf-
 terwards on the same day by his endorsement in writing on said Note ordered
 the Contents thereof then due and unpaid to be paid to the plaintiff accord-
 ing to the tenor and effect thereof of which the said John there afterwards on
 the same day had notice and thereupon became liable by Law to pay the
 Contents of said Note to the plaintiff according to the tenor and effect
 of the same and then and there in Consideration thereof promised the plaintiff
 to pay him accordingly - Yet the said John tho often requested hath never
 paid the same Contents but neglects it to the damage of the said Elephaz
 Ninety Dollars —

The plaintiff by Solomon Cow Gent^l his Att^y appears and the Defend^t
 the three times publicly called to come into Court makes default of his
 appearance here — Wherefore it is considered by the Court that the said
 Elephaz do recover against the said John the sum of Thirty one Dol-
 -lars and twenty seven Cents damages and Costs of Suit taxed at \$ 6. 55-
 and thereof &c. —

Ed^d issued May 24. 1797. —

Alexander
 Willson
 May 193/ 1797.

Samuel Hunt of Northfield in the County of Hampshire Furber
 : our plaintiff vs Edward L Tiffany of the same Northfield Ferryman
 Def^t in a plea of the case for that the said Edward at said Northfield on the
 fifteenth day of January last past by his note under his hand of that date
 for Value received promised one Elisha Hunt to pay him or order Twenty
 dollars on demand with Interest till paid — and the said Elisha there
 afterwards on the same day by his indorsement on said Note ordered the
 Contents thereof then due and unpaid to be paid to the plaintiff accord-
 ing to the tenor and effect thereof of which the said Edward there after-
 wards on the same day had notice and thereupon became liable to pay said
 Note to the plaintiff according to the tenor and effect thereof and then and
 there in Consideration thereof promised the plaintiff to pay him the
 same accordingly — Yet the said Edward has not paid
 said sum but neglects it to the damage of the said Samuel the sum
 of Forty Dollars —

The plaintiff by Solomon Cow Gent^l his Attorney appears and the
 Defendant the three times publicly called to come into Court
 makes default of his appearance here — Wherefore it is considered by
 the Court that the said Samuel do recover against the said Edward
 the sum of twenty dollars and forty six Cents damages and Costs of
 Suit taxed at \$ 8. 25- and thereof &c. —

Ed^d issued May 29. 1797. —

Hunt
 Tiffany
 May. 194/ 1797

Elephaz Alexander late of Northfield in the County of Hampshire
 Yeoman plaintiff vs Benjamin Sweetland commorant at North-
 field aforesaid Yeoman Defend^t in a plea of the case for that the said Benjamin

Alexander
 Sweetland
 May 195. 1797.

at said Northfield on the twenty third day of February last paid by his Note under
his hand of that date for value received promised one said Gasper to pay him or
his order fifty one dollars and four cents on demand with interest well paid after-
wards on the same day the said Gasper by his indorsement in writing on said note
ordered the contents thereof then due and unpaid to be paid the plaintiff of which
the said Benjamin three afterwards on the same day had notice and thereupon
became liable by law to pay the contents of said note to the plaintiff accord-
ing to the tenor and effect thereof and then and there in consideration thereof prom-
ised the plaintiff to pay him accordingly & yet the said Benjamin the requested
has not paid said sum but neglects it to the damage of the said Elephaz
the sum of One hundred Dollars —

The plaintiff by Solomon Vose Gent.ⁿ his Attorney appears and the Defend-
the three times publickly called to come into Court makes default of his ap-
pearance here - Whereupon it is considered by the Court that the said Elephaz
do recover against the said Benjamin the sum of fifty one dollars and
eighty two cents damages and costs of Suit taxed at \$6.55 & thereof &c.

Expensed May 29. 1797. —

Gilbert
vs
Rendall
May 1500/1797.

Elial Gilbert of Greenfield in the County of Hampshire Esq. vs Levi
Rendall of Rutland in the County of Worcester Merchant parties in a
rule of reference by them entered into and acknowledged according to the
Statute in such cases made and provided — The Referees to wit Caleb
Lyman, Solomon Vose, Jedediah Buffum, Josiah Goddard and Calvin Munn
send in their award now here into Court — that the said Elial Gilbert do
recover against the said Levi Rendall the sum of Fifteen hundred Dollars
and the cost of this reference taxed at seventy six dollars and the costs of
Court to be taxed by the Court Which award is by the Court accepted
and it is thereupon considered by the Court that the said Elial do recover
against the said Levi the sum of Fifteen hundred Dollars damages
and costs of reference and costs of Court taxed at \$71.41 & thereof &c.

Expensed May 24. 1797.

Dwight vs
Cutler
May 1501/1797

Jonathan Dwight Esq. and James Scott Dwight Merchant both of
Springfield in said County plaintiffs vs Converse Cutler of Hardwick in
the County of Worcester Defendant in a plea of the case for that the
said Converse at Springfield aforesaid on the eighth day of February in
the year of our Lord seven hundred and ninety six by his promissory
note under his hand of that date for value received promised the plaintiffs
by the name of Jonathan Dwight and sons to pay them or order One hundred
and seventy dollars lawful money on demand with lawful interest for the
same till paid - Yet the often requested the said Converse hath never paid
the plaintiffs the same sum - or either of them but unjustly neglects it to
the damage of the said Jonathan and James two hundred Dollars —

The plaintiffs by Jonathan Dwight Jun.^r Gent.ⁿ their Attorney appear
and the defendant the three times publickly called to come into Court
makes default of his appearance here - Whereupon it is consider-
ed by the Court that the said plaintiffs do recover against the said
Converse the sum of 183 Doll^r & 17. cents damages and costs of suit taxed
at \$7.11 and thereof &c. —

Expensed May 27. 1797.

Jonathan Dwight Esq. and James Smith Dwight Merchant both of Springfield in the County of Hampshire Plaintiffs v. Noah Sexton of Wethington in the County of Hampshire Blacksmith in a plea of the case for that the said Noah at Northampton aforesaid on the twenty fourth day of January last paid by his promissory note under his hand of that date for value received promised the plaintiff by the name of Jonathan Dwight and Son to pay them thirty eight dollars and forty six cents lawful money on demand with lawful interest for the same untill paid yet the often thence requested the said Noah hath never paid the plaintiff the same or either of them or any part thereof but unjustly neglects it - To the damage of the said Jonathan and James Fifty Dollars. —
The plaintiff by J. Dwight Esq. their attorney appear and the defend. the three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the plaintiff do recover against the said Noah Sexton the sum of thirty four dollars and twenty cents damages and costs of Court taxed at \$6.99 and three of 4s. —
Whereupon the said Noah appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for said County on the fourth Tuesday of September next and recognises with sureties to prosecute the same appeal with effect. —

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Dwight & S.
Sexton
May. 1503/1797

Elijah Bordwell of Belchertown in the County of Hampshire Gent Plaintiff v. Elijah Sikes of Belchertown in the County aforesaid Yeoman Deft in a plea of the case for that the said Elijah Sikes at said Belchertown on the twenty second day of April in the Year of our Lord seventeen hundred and Ninety five by his Note under his hand of that date for value received promised the said Elijah Bordwell to pay him or his order the sum of Eight pounds three shillings (equal to twenty seven dollars sixteen cents) by the first day of November then next ensuing with lawful interest for the same till paid. Yet said Elijah Sikes the often requested hath never paid the same but wholly refuses so to do to the damage of the said Elijah Bordwell the sum of Forty Dollars. —
The Plaintiff by Jon E. Foster Esq. his attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here. — Wherefore it is considered by the Court that the said Elijah Bordwell do recover against the said Elijah Sikes the sum of Thirty dollars and Sixty eight cents damages and costs of Suit taxed at six dollars seventy eight cents and three of 4s. —

Bordwell
Sikes —

May. 1503/1797.

Ed^d issued May 25. 1797. —

Aaron Rand of Deerfield in the County of Hampshire Trades Compt. v. Squire Corley of the same Deerfield Yeoman shows that at a Court holden before Elisha Root Esq. one of the Justices of the peace for the said County on the twenty fourth day of February last past the recovered Judgment against the said Corley for the sum of four dollars and fifty cents damages and three dollars and thirty ^{four} cents costs of suit from which Judgment the said Squire appealed to this Court and recognised with sureties to prosecute his appeal with effect - but has failed to do it - therefore prays affirmation of the former Judgment with

Rand
Squire
May 1506/1797

Additional Costs - Wherefore it is considered by the Court that the said Aaron Rand do recover against the said Squire Cooky the sum of Ten dollars and sixty five Cents damages and Costs of Suit taxed at Nine dollars and seventy seven Cents and thereof &c -

Nathaniel Smith of Sunderland in the County of Hampshire
Plaintiff - James - that at a Court holden at Montague before Elisha West Esq-
one of the Justices of the peace for said County, he recovered Judgment
against Westward Cook Wright of Deerfield in the same County, for the
sum of twelve dollars and forty two Cents damages and two Dollars
and eighty nine Cents Costs of Court - from which Judgment the said
Westward Cook appealed to this Court and recognized with sureties to
present his appeal with effect but has failed to do it He therefore
prays affirmation of the former Judgment with additional Costs -
Wherefore it is considered by the Court that the said Nathaniel Smith
do recover against the said Westward Cook the sum of Twelve
dollars and sixty one Cents damages and Costs of Suit taxed at
Nine Dollars and thirty Cents and thereof &c -
\$12.61 - \$9.30.

John Worthington of Springfield in the County of Hampshire Esq-
Plaintiff v. Samuel D. Wilcox of Granville in the same County Yeoman
Defend. in a plea of the case for that the said Samuel at Granville af-
oresaid on the twenty sixth day of April in the year of our Lord one
thousand seven hundred and ninety one by his promissory Note of hand
of that date for Value received promised the said John to pay him
or order the sum of three pounds thirteen shillings & equal to twelve Doll-
ars and thirty three Cents on or before the twenty sixth day of April then
next ensuing the date with the lawful interest till paid - Also for
that the said Samuel by his other promissory Note of hand made and
executed at Granville aforesaid on the fourteenth day of November
in the year of our Lord one thousand seven hundred and ninety two
for Value received promised the said John to pay him or his order the
sum of three pounds ten shillings Lawful money equal to Eleven
dollars and sixty six Cents and two thirds on demand with Interest
till paid - Yet the said Samuel the often requested hath never
paid said notes or either of them but unjustly neglects and refuses so
to do the damage of the said John sixty Dollars -
The plaintiff by John Hooker Esq. his Attorney appears and the Def-
the three times publicly called to come into Court makes default of
his appearance here - Wherefore it is considered by the Court that the
said John recover against the said Samuel the sum of \$31.41
damages and Costs of Suit taxed at \$7.55 and thereof &c -

Exp^{ts} issued May 23-1797. -

Smith
vs
Cook
May 507. 1799.

Worthington
vs
Wilcox -
May 1510/ 1797

Daniel Wight of South Brimfield in the County of Hampshire or
Daniel Carpenter of Chittenden in the County of Kentland - parties in a
reference duly entered into and acknowledged agreeable to the statute in
such cases made and provided - and now the referees to wit Joseph Moffatt
John Polley and Nathan Wight send here into Court their award - that
the said Daniel Wight recover against the said Daniel Carpenter the
sum of four dollars and forty five cents damages and costs of reference three
dollars and twenty five cents - costs of Court to be taxed by the Court -
Which award is accepted by the Court - and it is thereupon considered by the
Court that the said Daniel Wight do recover against the said Daniel Car-
penter the sum of four dollars and forty five cents damages and costs of
reference and costs of Court taxed at \$9.74 and thereof &c.

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Wight
vs
Carpenter

May 15/1797

Humbley shews James Farrington of West Springfield in the County of
Hampshire Guardian to Mary Farrington a person now comper - that
the said Mary is a person wholly incapable of taking care of herself or
of performing any Labour - that she is possessor of but a small estate in
twenty Acres of Land lying in said West Springfield, which is under the
incumbrance of a Widows thirds, the interest of which is wholly insuffi-
cient to support her and that her estate is now indebted for her support
the sum of One hundred and sixty four dollars and seventy five cents
and further - that the value of her estate is but little more than sufficient
to pay the debt now due and that the debt for her support is constantly
accumulating - therefore prays the Court to authorize him to sell the
whole of the estate of the said Mary and that the residue after pay-
ment of her debts may be put upon Interest &c.

Which said petition being read - together with a Certificate
from the Hon^{ble} the Judge of Probate for said County certi-
fying that in his opinion it is best said estate should be sold -
it is considered by the Court that the Guardians of the said Mary
be and hereby is empowered to make sale of the whole of the real
estate of the said Mary, with the incumbrance of the Widows right
of Dower therein he observing the rules and regulations of the Law
in such cases made and provided and causing the same to be adver-
tised in Springfield and West Springfield News prints thirty days prior
to such sales.

Mary Farrington
vs
Guardian
petition for sale
of real Estate
order thereon
May 15/1797

Humbley shews Israel Wight of Westhampton in the County of Hamp-
shire Administrator on the Estate of Joel Wight late of Northampton
deceased - that the personal Estate of said deceased after deducting the allow-
ance to the Widow of part of his personal estate amounts to One hundred
and twenty four Dollars and twenty seven cents only - that his real estate
is inventoried at forty eight dollars only, and that the debts due from
De^d as by report by the Commissioners amount to five hundred dollars
and eighty nine cents - therefore prays he may be empowered to sell the
whole of said real estate of said de^d subject to the incumbrance of the
Widows dower therein during life - which said petition being read - together with a Certificate from the

Admin^r on estate
of Joel Wight
petition for sale
of real Estate and
order thereon
May 23/1797

Register of Probate for said County - it is considered by the Court that the said Administrator do and hereby is empowered to make sale of the whole of the real estate of said deceased subject to the widow's right of Dower therein - he observing the rules and regulations of the Law in such cases and advertising the same thirty days previous to such sale in the Northampton Gazette &c. —

Blanchard
vs
Lathrop
May 15 24/1797.

Humbly shews Isaac Blanchard of Pittsfield in the County of Hampshire Yeoman - That at a Court holden before Samuel Hinchley Esq one of the Justices of the peace within and for the County of Hampshire at his dwelling house in Northampton on Thursday the twelfth day of January in the year of our Lord 1797 at three of the Clock in the afternoon he recovered Judgment against Benjamin Lathrop of Worthington in the County of Hampshire aforesaid Gentleman for the sum of twelve dollars and forty eight Cents damages and Costs of suit taxed at six dollars & forty Cents from which Judgment the said Benjamin appealed to this Court and recognized to prosecute his said appeal to effect but has failed so to do - Wherefore the said Isaac prays affirmation of the former Judgment with additional Costs &c. - Wherefore it is considered by the Court that the said Isaac do recover against the said Benjamin the sum of twelve dollars and seventy three Cents damages and Costs of suit taxed at \$14. 5- and thereof &c.

Examined May 23. 1797. —

Shepherd
vs
Arms —
May 15 25/1797

Levi Shephard of Northampton in the County of Hampshire Esq. and William Arms of Deerfield in the same County Trader Parties in a reference duly entered into and acknowledged agreeable to the Statute in such cases made and provided - and now the Referees to wit, William Billing Thomas Wells Dickinson and Solomon Dore Esqs send here into Court their Award - that the said Levi Shephard has not supported his Action against the said William Arms and that the said William Arms recover against Levi Shephard the Costs of this reference taxed at fifteen dollars & the Costs of Court to be taxed by the Court —

Which Award is accepted by the Court and it is thereupon considered by the Court that the said William do recover against the said Levi Costs of suit and of reference taxed at twenty two Dollars and two Cents and thereof &c.

Examined May 24. 1797. —

Clarke
vs
Stone
May 15 26 1797

Nathan Clarke of New Salem in the County of Hampshire Yeoman plaintiff v. Seth Stone of the same New Salem Yeoman Def. in a plea of the case for that the said Seth at New Salem aforesaid on the ninth day of October last past by his promissory note under his hand of that date for Value received promised the said Nathan to pay him or his order thirty five dollars within two months from the date of said note - with lawful interest for the same untill paid - Yet said Seth the other aforesaid hath never paid the same but neglects it to the damage of the Nathan forty Dollars.

The plaintiff by Edward Upsham Esq. his Attorney appears - and the deft the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the Plaintiff do recover against the said deft the sum of fifteen dollars and ninety four Cents damages and Costs of Suit taxed at \$ 8-63 and three of 8s -

Exp^d issued July 25. 1797. -

Elijah Warner of Chesterfield in the County of Hampshire Yeoman & John Stone of the same Chesterfield Innholder - parties to a reference duly entered into and acknowledged agreeable to the statute in such cases made and provided - and now the said reference to wit. William White Ara White and Burgess send here into Court their award - that the said Elijah Warner do recover against the said John Stone the sum of three Dollars and seventy five Cents damages and the further sum of sixty nine Cents and seventeen Cents the same being the cost which hath arisen before the Justice and at the several Courts of Common Pleas to this time - and the costs of the reference taxed at Eleven Dollars and seventy six Cents the whole being Eighty four Dollars and sixty eight Cents in full of all demands submitted - the Cost of Court to be taxed by the Court - which said award being read the same is accepted and it is thereupon considered by the Court that the said Elijah do recover against the said John the sum of three Dollars and seventy five Cents damages and Costs of reference and Costs of Court taxed at \$ 85-84 and three of 8s.

Warner

or
Stone

May 15 27/ 1797

Exp^d issued May 24. 1797. -

Moses Pike Holt of Hadley of Hadley in the County of Hampshire Yeoman plaintiff v. Ezechiel Price Esq. of the same Hadley Tradesman in a plea of the case for that the said Price at Hartford to wit at Hadley aforesaid on the eighth day of July in the year of our Lord seventeen hundred by his Note under his hand of that date for Value received Mess^{rs} Barber Horsford and Co. to pay them or their order Seven pounds nine shillings and seven pence equal in Value to twenty four dollars and ninety three Cents forty five days after the date of said Note and afterwards to wit on the same day and Year at Hadley aforesaid the said Barber Horsford and Co. by their indorsement on said note with their proper hands subscribed for Value of the said Moses Pike received assigned the same Note to him the Contents to them being wholly due and unpaid and thereby directed the same Cents to be paid to him the said Moses Pike according to the tenor of said Note of all which said Ezechiel had instant Notice and so became liable and chargeable in Law to pay the same to the said Moses Pike as by said indorsement he was directed and being so chargeable said Price then and there in consideration thereof promised the said Moses Pike to pay him the same accordingly. Yet said Price the often shreds required hath never paid the same but wholly refuses so to do so the damage of the said Moses Pike Forty Dollars -

Holt

Price

May 15 28/ 1797

The plff appears and the Def^t the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that said Holt do recover against Price the sum of \$ 27. 71 & Costs of Suit taxed at \$ 5-51 and three of 8s.

Exp^d issued

Williams
Bradley
May 529/1797.

Humbly shews John Williams of Goshen in the County of Hampshire Merchant - that at a Court holden before Samuel Henckley Esq one of the Justices of the peace for said County on the twelfth day of March last past he recovered Judgment against Philemon Bradley of Hawley in said County Yeoman for the sum of four dollars and three Cents damages and Costs of suit taxed at three dollars and thirty two Cents - from which Judgment the said Philemon appealed to this Court - Yet the said Philemon hath failed to enter and prosecute his said appeal - he therefore prays affirmation of said Judgment with additional damages and Costs &c. —
Wherefore it is considered by the Court that the said John Williams do recover against the said Philemon Bradley the sum of seven dollars and forty three Cents damages and Costs of suit taxed at \$5- 66- and thereof &c. —

Es^d issued May 23^d 1797. —

Putnam
Paine
May. 1430/1797

Humbly shews - Amos Putnam of New Salem in the County of Hampshire Yeoman that at a Court holden before Ezekiel Kellogg Esq one of the Justices of the peace for said County on the twentieth day of March last past he recovered Judgment against Jesse Paine of the same New Salem Gentⁿ for the sum of Ten dollars and twenty Cents damage and Costs of suit taxed at three dollars and seven Cents - from which Judgment the said Jesse appealed to this Court but has failed to enter & prosecute his said appeal - he therefore prays affirmation of the former Judgment with additional damages and Costs —
Wherefore it is considered by the Court that the said Amos do recover against the said Jesse the sum of Ten dollars and thirty Cents damages and Costs of suit taxed at eleven dollars and thirteen Cents and thereof &c. —

Es^d issued May 25- 1797

The Inhabitants of Ludlow, and Joseph Miller of the same Ludlow Gentⁿ parties in a reference entered into and duly acknowledged agreeable to the Statute in such cases made and provided - And now the Referees to wit William Pyrchon, Luke Bliss and Thomas Dighton Esquires send here into Court their Award - "That the Inhabitants of the said Town of Ludlow do have and recover against the said Joseph Miller the sum of Thirty nine Dollars and twenty six Cents damages and Costs of reference taxed at Nineteen Dollars & thirteen Cents and Costs of Court to be laid by the Court and that this Award be final in the premises - which award being read in Court the same is accepted - Wherefore it is considered by the Court that the Inhabitants of Ludlow do recover against the said Joseph Miller the sum of Thirty nine dollars, twenty six Cents damages and Costs of suit taxed at Nineteen dollars fifty four Cents and thereof &c. —

Es^d issued May 25. 1797.

Forbes
Locke
May 533/1797

Humbly shews William Forbes of Greenfield in the County of Hampshire Trader that by the consideration of David Abnerd Esq the sixth day of February last past he recovered Judgment against John Locke of Buckland in said County Yeoman for the sum of Ten dollars seventy four Cents damages and three dollars and sixty Cents Costs of the same suit from which Judgment the said Locke appealed to this Court but has neglected to prosecute said appeal therefore the said Forbes prays for affirmation

of the former Judgment with additional damages and Cost. — Wherefore it is considered by the Court that the said William Forbes do recover against the said John Locke the Sum of Ten Dollars and eighty one Cents damages & Costs of Suit taxed at \$ 11-26 and three of 8c. —

Costs issued May 24. 1797. —

Humbly shews, Shubael Bacon of Shelburne in the County of Hampshire Esq. one of the Justices of the peace for said County, he sues and Judgment against Clark Loughton of Shelburne aforesaid Dealer for his Costs of Suit taxed at three dollars and Ninety four Cents from which Judgment the said Loughton appealed to this Court but has failed to enter and prosecute the same. Wherefore the said Shubael prays affirmations of said Judgment with additional damages and Costs —

Wherefore it is considered by the Court that the said Shubael do recover against the said Clark Loughton his Costs of Suit taxed at Eleven dollars and ninety nine Cents.

Costs issued May 29. 1797. —

Joseph Coolidge of Boston in the County of Suffolk Merchant plaintiff v. James Whiton of Northampton in the County of Hampshire Trader in a plea of the case for that the said James at said Northampton on the sixth day of May in the year of our Lord one thousand seven hundred and ninety five by his Note of hand of that date for Value received promised the said Joseph to pay him or his order the Sum of Forty pounds Lawful Money in one year from the date of said Note which Sum the plaintiff avers is equal to one hundred and thirty three dollars and one third of a dollar with Interest till paid Yet the said James the often requested hath not paid the Contents of said Note to the plaintiff but neglects and refuses to do it. — Also for that the said James at said Northampton on the day of the purchase of this Writ being indebted to the said Joseph in another sum of three dollars and thirty three Cents for so much money before that time by said Joseph at the special instance and request of the said James and to his said James Use and behoof advanced disbursed and paid and being so indebted thereby promised to pay the same on demand but has never done it. — to the damage of the said Joseph the Sum of One hundred Dollars. —

The plaintiff by Samuel Stinchley Esq. his Attorney appears and the Defendant the three times publicly called to come into Court makes default of his appearance here. — Wherefore it is considered by the Court that the said Joseph Coolidge do recover against the said James Whiton the Sum of Seventy five dollars and seventy one Cents damages and Costs of Suit taxed at \$ 10-23 and three of 8c. —

Costs issued May 30. 1797.

Nathaniel Fowler of Northampton in the County of Hampshire plaintiff v. William Colman of Greensfield in the same County Gent. defendant in a plea of trespass on the case for that the said William at

Bacon

or

Loughton

May 1534/1797.

Coolidge

or

Whiton

May 1535/1797

Fowler

Colman

May 1538/1797

said Northampton on the twentieth day of September in the Year of our Lord seventeen hundred and ninety five by his Note of hand of that date by him subscribed for value received by the Name of Wm Colman promised one Joseph Lyman Esq. of Westfield by the Name of Joseph Lyman to pay him or order the sum of One hundred and ten pounds Lawful money which sum the plaintiff avers is equal to three hundred sixty six dollars and sixty six Cents and two thirds of a Cent of our lawful money by the first day of January in the year of our Lord one thousand seven hundred & ninety seven meaning to pay the lawful interest of said sum from said time of payment till paid, and afterwards to wit on the first day of March current at said Northampton the contents of said note or any part thereof not being paid by indorsement on the same Note subscribed with the proper hand of the said Joseph, he the said Joseph ordered the contents of the same note to be paid to the plaintiff the same being then and there due and payable for value received. of which said indorsement the said William afterwards on the same first day of March aforesaid had notice by note whereof and by force of the statutes in such case the said William became liable and chargeable to pay the contents of the same Note according to the Tenor and effect of the same Note and the indorsement aforesaid to the Plaintiff and being so liable and chargeable as aforesaid afterwards to wit on the same first day of March aforesaid at said Northampton assumed on himself and to the said Nathaniel then and there faithfully promised to pay him the contents of the same Note according to the tenor and effect of the same Note and the indorsement aforesaid on demand. Yet the said William the often threats requested hath not paid the contents of said Note to said Nathaniel or any part thereof but hath neglected and still doth neglect and refuse to do it to the damage of the said Nathaniel four hundred and fifty Dollars. —

The Plaintiff by Samuel Hinchley Esq. his Attorney appears and the said William Colman comes into Court and defends the force & injury whereof and for plea says that he never promised in manner and form as the plaintiff hath within alleged and thereof puts himself on the Country by B. Parsons his Att'y.

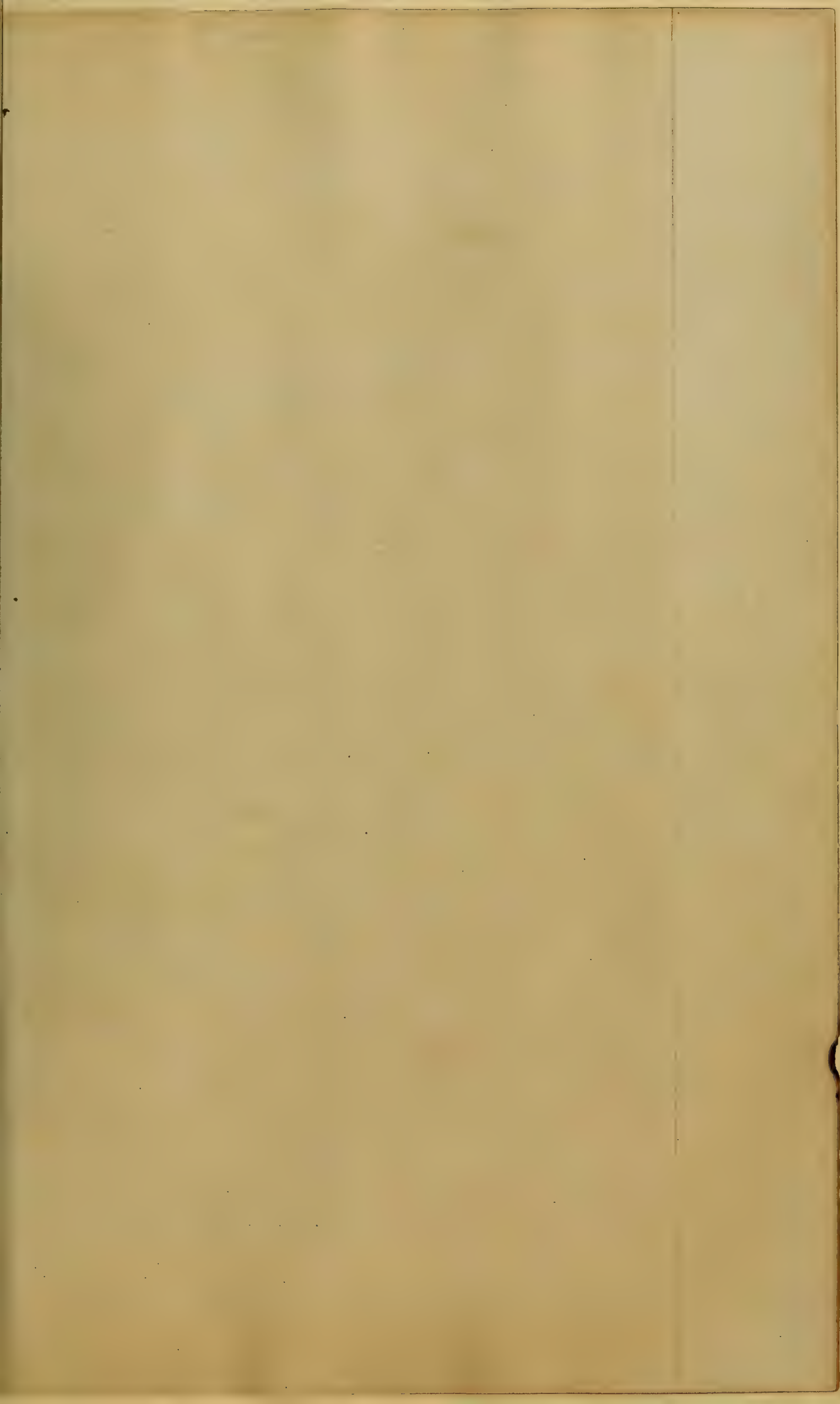
And the plaintiff likewise for S. Hinchley his Att'y. —

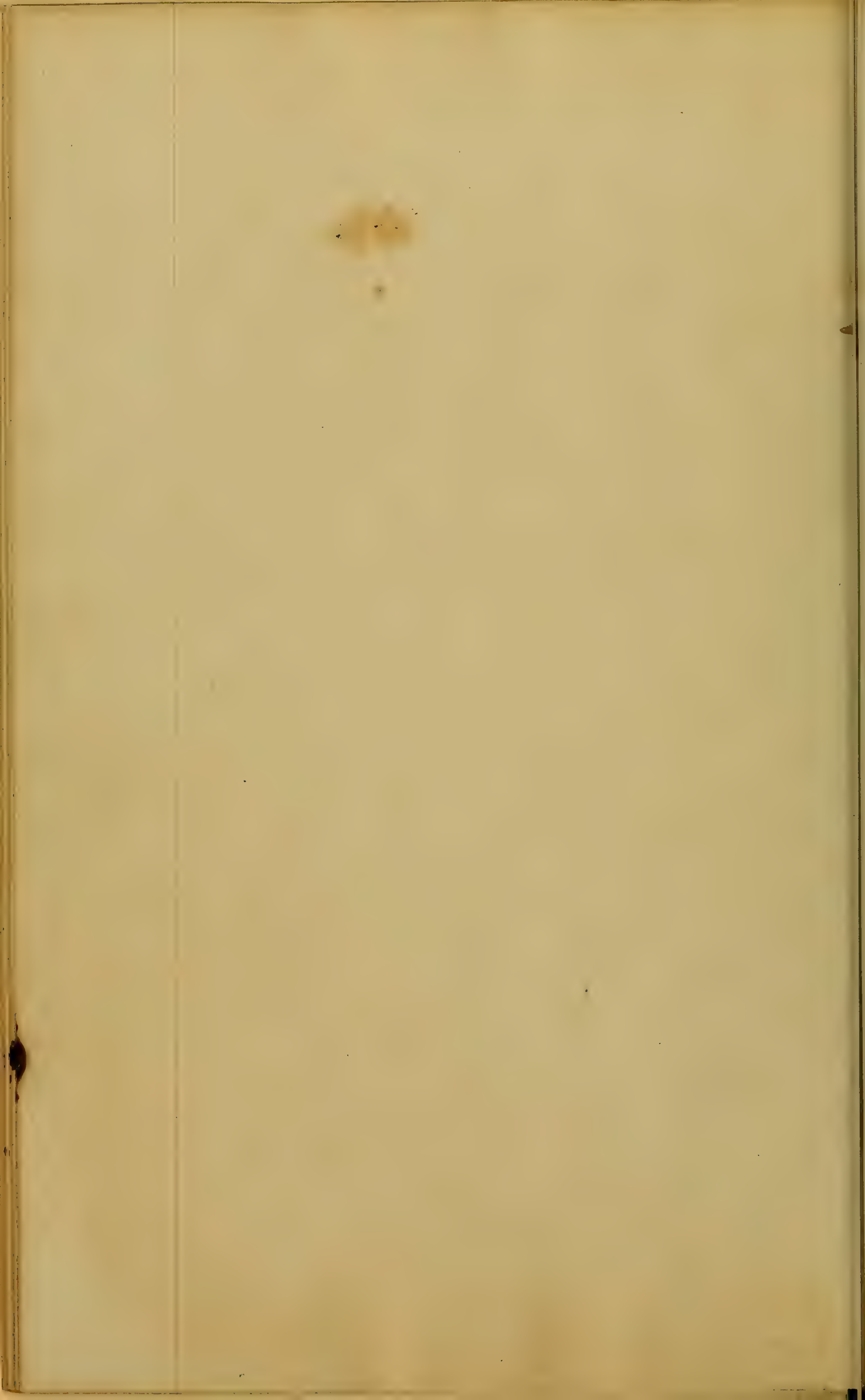
Whereupon a Jury duly returned at this Court Term and impanelled and being sworn to try the issue do on their oath find that the said William promised in manner and form as the plaintiff hath alleged and assess damages at three hundred seventy five dollars & eleven Cents.

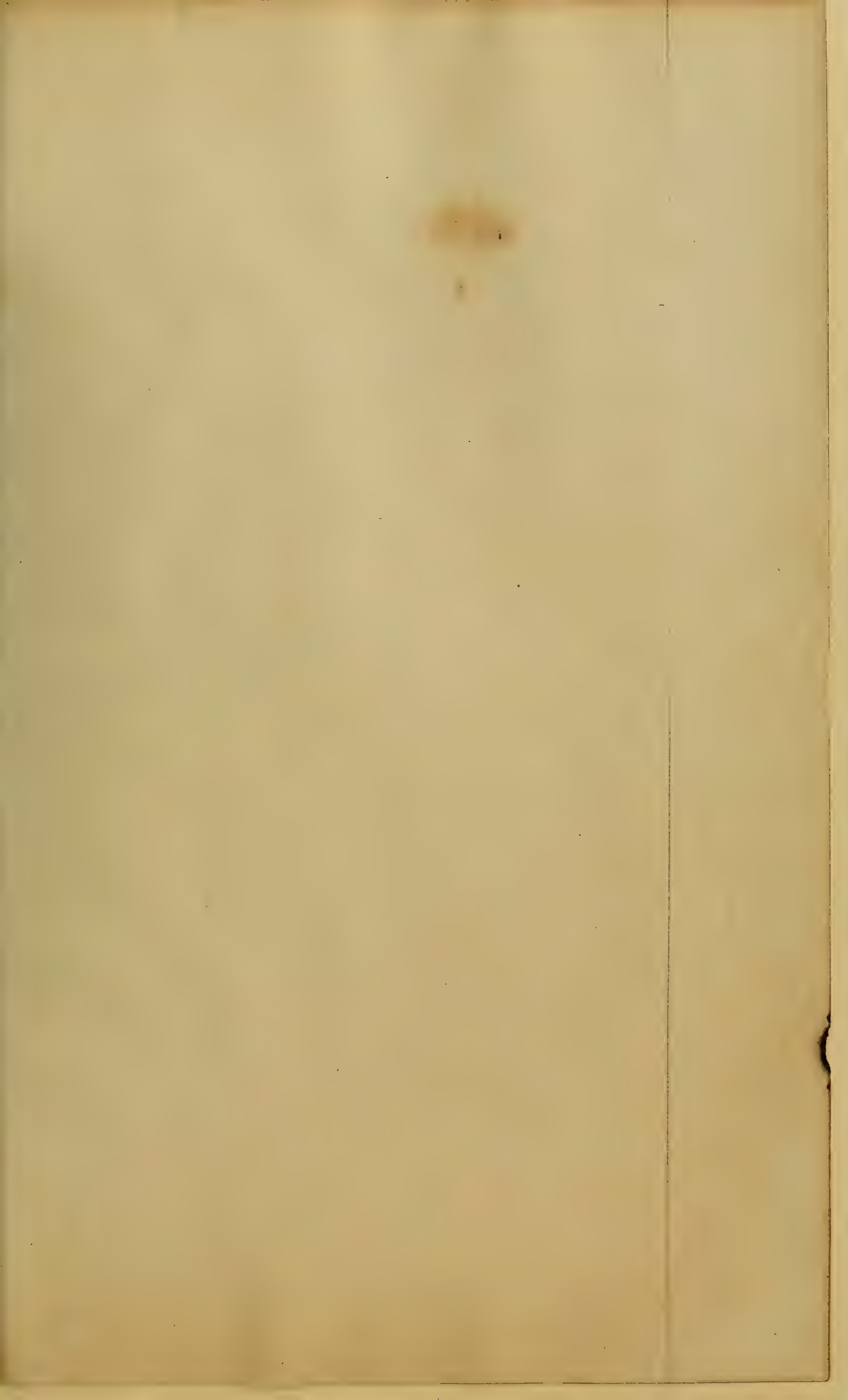
Whereupon it is considered by the Court that the said Nathaniel do recover against the said William the sum of three hundred and seventy five dollars and eleven Cents damages and Costs of Suit taxed at Sixty and Dollars & forty Cents. Whereupon the said William Colman by B. Parsons his Att'y. appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for said County on the fourth Tuesday of September next and recognises with sureties to prosecute the same appeal with effect. —

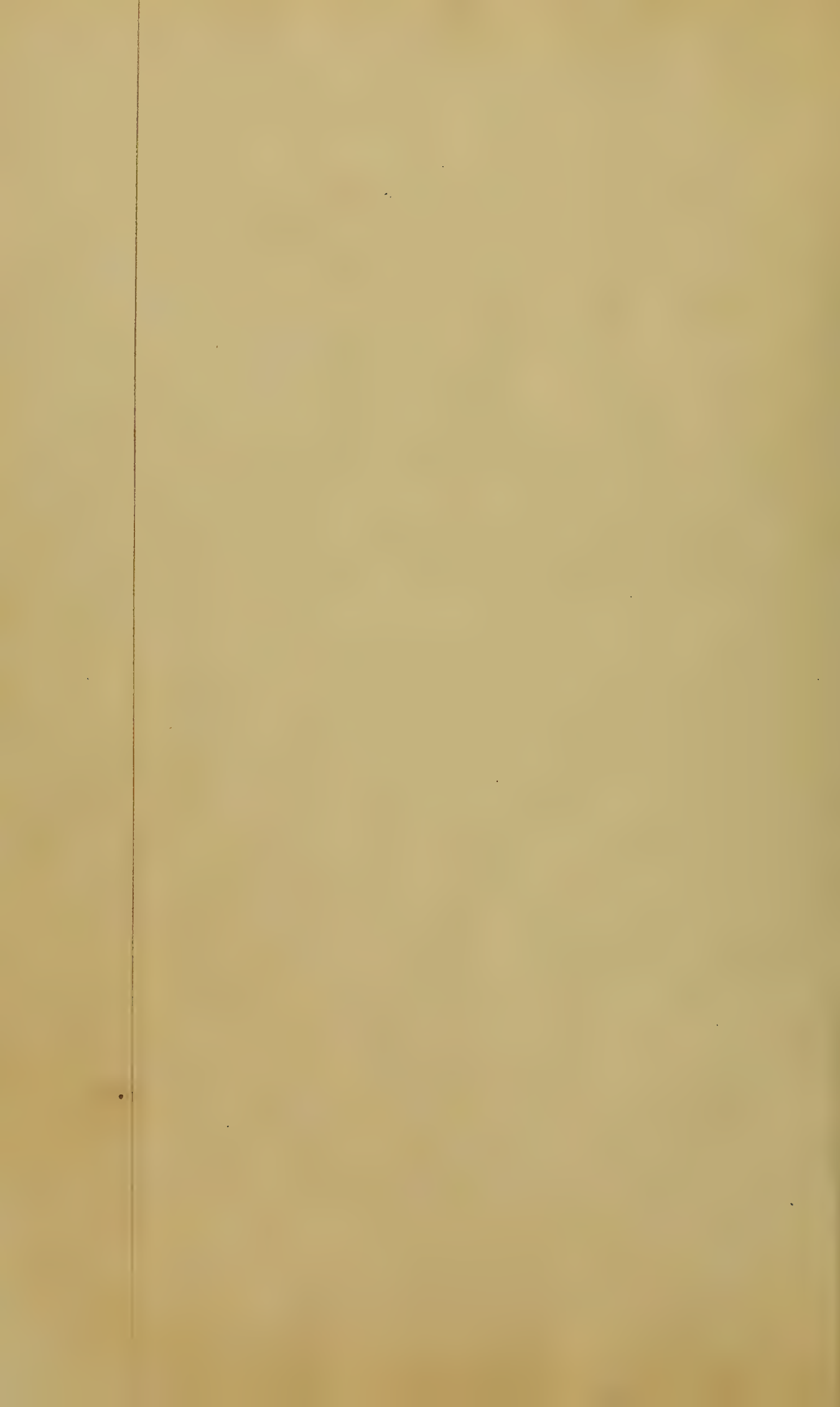
The foregoing Judgments orders &c being made up and entered in manner as aforesaid and then the Court was adjourned without day.

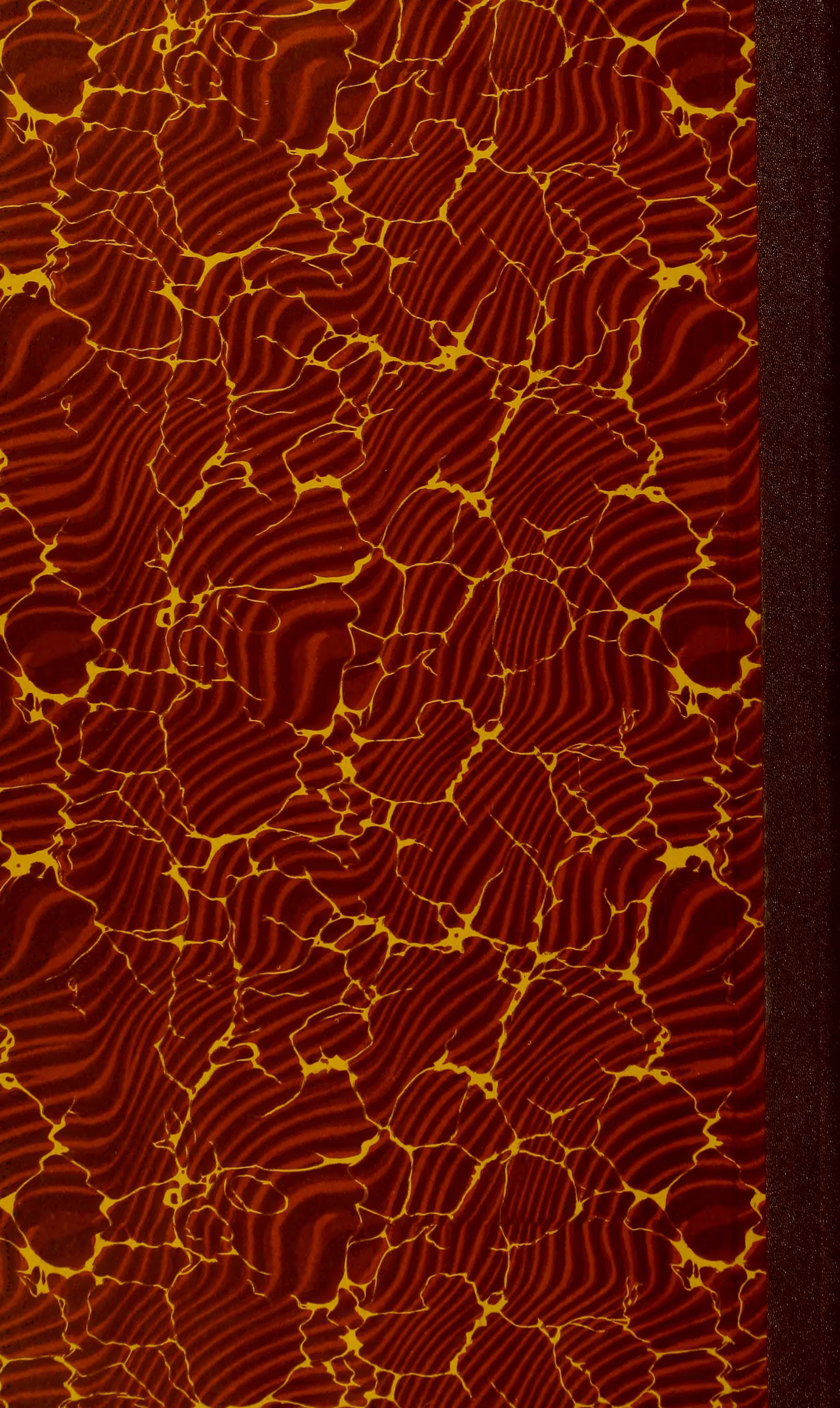
Att. Rob. Breck. Clor. —











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